

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICER Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, March 8, 2023

TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996

ID: 169948309# Click here to join the meeting

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER
- 2. GENERAL PUBLIC COMMENT
- **3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - **A.** Board Letter:

APPROVE MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

Speaker(s): Stephen W. Seetal and Heather J. Staufenberg (Sheriff's)

B. Board Letter:

APPROVAL OF A CONTRACT WITH HCI ENVIRONMENTAL AND ENGINEERING SERVICE FOR A AS-NEEDED HAZARDOUS MATERIALS CLEANUP SERVICES Speaker(s): Mike Tsao (Fire)

C. Board Letter:

AUTHORITY FOR THE PUBLIC DEFENDER TO ACCEPT AN INCREASED GRANT AWARD FROM THE LOS ANGELES CITY ATTORNEY'S OFFICE TO COORDINATE LEGAL SUPPORT FOR LA DOOR PROGRAM PARTICIPANTS Speaker(s): Thom Moore (Public Defender)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK GRANT FOR FISCAL YEAR 2023-24 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS

Speaker(s): Robert Smythe and Sharon Harada (Probation)

B. Board Letter:

APPROVE MODEL MASTER AGREEMENT FOR WATER WELL SYSTEM MAINTENANCE SERVICES

Speaker(s): Clint Yates and William Bennett (Sheriff's)

C. Board Letter:

AMEND SECTION 2.34.190 OF THE COUNTY CODE TO INCREASE THE CARRY CONCEALED WEAPON LICENSE APPLICATION FEE

Speaker(s): Chris Kusayanagi and Caroline Shahinian (Sheriff's)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Letter:

ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2022 CALIFORNIA COVERDELL PROGRAM

Speaker(s): Diane Stone and Monica Moreno (Sheriff's)

B. Board Letter:

EIGHT-YEAR LEASE SHERIFF'S DEPARTMENT 124440 IMPERIAL HIGHWAY, SUITE 750, NORWALK Speaker(s): Miguel Covarrubias (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC SAFETY COMMENTS@CEO.LACOUNTY.GOV

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements with qualified vendors to provide as-needed Psychological and/or Psychiatric Services (Services) for the Department's Psychological Services Bureau (PSB).

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve the attached Model Agreement for the term of May 8, 2023, through May 7, 2026, with an option to extend for four additional one-year periods, for a total term not to exceed seven years.
- 2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified vendors commencing May 8, 2023, or upon execution by the Sheriff, whichever is later, to meet the needs of the Department.
- 3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Agreements as set forth throughout the Model Agreement, to:

The Honorable Board of Supervisors March 21, 2023 Page 2

(1) effectuate modifications, which do not materially affect any term of the Agreements, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise the extension options of the Agreements, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Agreements, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to establish Agreements with various qualified vendors to continue providing the Department's PSB with the required Services on an as-needed basis.

PSB requires the Services of licensed psychologists to provide as-needed counseling and/or psychotherapy Services to Department members and their family members/significant others, utilizing brief solution-oriented psychological interventions. Children will also participate in the treatment plan, in the context of family treatment, along with the affected Department member.

PSB also requires the Services of Board-certified psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation services, and medication reevaluation services to Department members and the significant others of Department members.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by effectively maximizing the use of County assets in ways that are fiscally responsible and align with the County's highest priority service delivery needs.

FISCAL IMPACT/FINANCING

The estimated annual expenditure for the Services is \$125,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's annual budget to meet the anticipated need each Fiscal Year.

The Model Agreement includes a provision for a Cost of Living Adjustment (COLA), as such provision is in accordance with the County's COLA policy.

The Honorable Board of Supervisors March 21, 2023 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on October 17, 2017. The Department has eight Master Agreements that will expire on May 7, 2023.

The Model Agreement was determined to be a Non-Proposition A agreement due to Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

Work will be distributed to Contractors based on the needs of the Department and on Contractor's availability, specialty, and geographical area. The Department will refer Clients to the Contractor whose area of specialty and office location is the most appropriate for the Department member and/or the family members/significant others of the Department members that will engage in the counseling or psychotherapy session.

0The Model Agreement includes all County required provisions including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy for Human Trafficking, Fair Chance Employment, Policy of Equity, and COVID-19 Vaccinations of County Contractor Personnel.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On December 21, 2022, the Department released a Request for Statement of Qualifications (RFSQ) 713-SH to solicit Statement of Qualifications (SOQs) from vendors to provide Services. The Department sent notification of the RFSQ to eight vendors and posted the solicitation on the County and Department's website, with an initial closing date of January 19, 2023.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Agreement(s) with all qualified vendors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Model Master Agreement will prevent any disruption of Services.

The Honorable Board of Supervisors March 21, 2023 Page 4

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA SHERIFF



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RGL:GF:gf (Fiscal Administration Bureau-Contracts Unit)

Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Bryan Bell, Budget Analyst, CEO

Dawyn R. Harrison, Interim County Counsel,

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

April L. Tardy, Undersheriff

Jill Torres, Assistant Sheriff, CFAO

Jason A. Skeen, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Richard F. Martinez, Assistant Division Director, ASD

Rick Cavataio, Director, Fiscal Administration Bureau (FAB)

David E. Culver, Director, Financial Programs Bureau

Stephen W. Seetal, Director, Psychological Services Bureau (PSB)

Angelo Faiella, Assistant Director, FAB, Contracts Unit

Heather J. Staufenberg, Acting Assistant Director, PSB

Rene A. Garcia, Lieutenant, ASD

Irma Santana, ASM III, FAB, CU

Vanessa C. Chow, Sergeant, ASD

Kristine D. Corrales, Deputy, ASD

Cynthia Lopez, ASM II, FAB, CU

Gabriela Frierson, OA III, FAB, CU

(Contracts - Psychological and Psychiatric Services 03-21-23)

BOARD LETTER/MEMO – FACT SHEET PUBLIC SAFETY CLUSTER

CLUSTER AGENDA REVIEW DATE	3/8/2023		
BOARD MEETING	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	All		
DEPARTMENT	Sheriff		
SUBJECT	Board approval of Model Master Agreement for Psychological and/or Psychiatric Services		
PROGRAM	Establish Master Agreements with qualified Vendors to provide the Department's Psychological Services Bureau with as-needed psychological and/or psychiatric services.		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
CONTRACT	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Current Master Agreement(s) expire on 5/7/2023.		
COST & FUNDING	Total cost: The estimated annual budget is \$82,000. Funding source: Department's operating budget.		
	TERMS: Model Master Agreement has a term of three years with option to extend for up to four additional one-year periods.		
	Explanation:		
PURPOSE OF REQUEST	The approval of this action will ensure the continuation of psychological and/or psychiatric services to Department members and to the family members/significant others of Department members.		
BACKGROUND (include internal/external issues that may exist)	 On 12/21/22, the Department issued a Request for Statement of Qualifications (RFSQ) to solicit Statement of Qualifications (SOQs) from vendors to provide services, with an initial closing date of 1/19/2023. The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of this action, the Sheriff will execute Master Agreements with all qualified vendors. 		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL AND OTHER CONTACTS	 Name, Title, Phone # & Email: Dr. Stephen W. Seetal, Director, 213-738-3500, sweetal@lasd.org Dr. Heather J. Staufenberg, A/Assistant Director 213-738-3500, hjstaufe@lasd.org Abby Valdez, Contracts Manager, 213-229-3262, arvaldez@lasd.org 		
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MODEL MASTER AGREEMENT



MASTER AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

MASTER AGREEMENT FOR

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Exhibit K

Charitable Contributions Certification

MASTER AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES

FOR

AND

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

This Master Agreement, Atta	achments, and Exhibits mad	e and entered into this		
day of, 20	by and between the Count	y of Los Angeles (County),		
Sheriff's Department (Department) and (Contractor) to				
Psychological and/or Psychiatric Services (Services).				

RECITALS

WHEREAS, the County may contract with private businesses for Psychological and/or Psychiatric Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Psychological and/or Psychiatric Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff of the Department or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments 1, 2, and Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement, Attachments, and the Exhibits, or between Attachments or Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

1.1 Attachment 1: Statement of Work: Psychological Services

Appendix 1: Worker's Compensation Benefits Packet

1.2 Attachment 2: Statement of Work: Psychiatric Services

Exhibits:

1.3	Exhibit D	Rate of Compensation
1.4	Exhibit A	County's Administration
1.5	Exhibit B	Contractor's Administration
1.6	Exhibit C	Safely Surrendered Baby Law
1.7	Exhibit E1	COVID-19 Vaccination Certification of Compliance
1.8	Exhibit E2	Certification of Employee Status
1.9	Exhibit E3	Certification of No Conflict of Interest
1.10	Exhibit E4	Contractor Employee Acknowledgment and Confidentiality Agreement
1.11	Exhibit E5	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
1.12	Exhibit F1	Invoice Detail (Psychological Services)
1.13	Exhibit F2	Invoice Detail (Psychiatric Services)
1.14	Exhibit G	Invoice
1.15	Exhibit H	Invoice Discrepancy Report
1.16	Exhibit I	Contract Discrepancy Report
1.17	Exhibit J	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
1.18	Exhibit K	Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004 (if applicable)

This Master Agreement, Attachments, and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to subparagraph 8.1 (Change Orders and Amendments) and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor: a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time a referral is given. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- **2.2 Board:** Los Angeles County Board of Supervisors.
- **2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- **2.4 Client:** Any Department sworn or professional staff and/or their family members/significant others that receive psychological and/or psychiatric services under the terms of this Master Agreement.
- 2.5 Contract Discrepancy Report (CDR): has the meaning set forth in subparagraph 11.1 (Contract Discrepancy) of Attachment 1 (Statement of Work: Psychological Services) and/or subparagraph 10.1 (Contract Discrepancy) of Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- **2.6 Contractor:** the sole proprietor, partnership, or corporation that has entered into this Master Agreement with County and provides the psychological and/or psychiatric services required under this RFSQ.
- 2.7 Contractor Project Manager: the individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award and as further described in subparagraph 7.1 (Contractor Project Manager) of this Master Agreement.
- **2.8 County:** County of Los Angeles.
- **2.9** County Counsel: County's Office of the County Counsel.
- **2.10 County Project Director:** the person designated by Sheriff with authority for the County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by County

- Project Manager. All references here after to County Project Director will mean, "County Project Director or designee," unless otherwise specified.
- **2.11 County Project Manager:** the person designated by County Project Director to manage the operations of this Master Agreement. All references hereafter to County Project Manager will mean, "County Project Manager or designee," unless otherwise specified.
- 2.12 Day(s): Calendar day(s) unless otherwise specified.
- **2.13** Fiscal Year: the 12-month period beginning July 1st and ending the following June 30th.
- **2.14 Master Agreement:** the County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, all Services provided under this Master Agreement.
- **Qualified Contractor:** a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the Minimum Mandatory Qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- **2.16 Request For Statement of Qualifications (RFSQ):** a solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- **2.17 Sheriff:** the elected official who is the Sheriff of the County of Los Angeles.
- **2.18 Statement of Qualifications (SOQ):** a Contractor's response to an RFSQ.
- 2.19 Statement of Work: a written description of tasks, subtasks, directions, deliverables, goods, services and other work required by the County under this Master Agreement, as set forth in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- **2.20 Work:** any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully executed Change Orders and Amendments hereto.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Department will issue Work to Contractors by availability, specialty, and geographical area. In the Department's sole discretion, County

Project Director or County Project Manager will refer Clients to Contractor that is the best match for the potential Client based on availability, specialty and whose office location is the most convenient for the Department employee and/or family member/significant other that will engage in the counseling session. However, County Project Director, or County Project Manager, has the sole discretion to refer a Client to any Contractor.

- 3.3 Pursuant to the provisions of this Master Agreement, Contractor must fully and timely perform all Work, as specified in Attachment 1 (Statement of Work: Psychological Services) and/or Attachment 2 (Statement of Work: Psychiatric Services) and all other Work set forth herein.
- 3.4 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director or County Project Manager in order to qualify for payment. In no event will County be liable or responsible for payment for any Work prior to approval from County Project Director or County Project Manager of such Work.
- 3.5 Referrals will be made to Contractors based on areas of specialty, availability, and geographic location in accordance with subparagraph 3.1 above. Payment for all Work will be on a fixed rate per session as set forth in Exhibit D (Rate of Compensation) of this Master Agreement.
- 3.6 County procedures for referrals for psychological services are set forth in Paragraph 3.0 (Referrals) of Attachment 1 (Statement of Work: Psychological Services) to this Master Agreement.
- 3.7 County procedures for referrals for psychiatric services are set forth in Paragraph 3.0 (Referrals) of Attachment 2 (Statement of Work: Psychiatric Services) to this Master Agreement.
- 3.8 Following a referral, Contractor must be available to provide Services to Client specified in the referral. Inability of Contractor to provide Services within two weeks of receiving the referral will be cause for cancellation of the referral.
- 3.9 In the event Contractor defaults three times under subparagraph 3.8 above, within a given 12-month period, then the County may terminate this Master Agreement pursuant to subparagraph 8.42 (Termination for Default).
- 3.10 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.

- 3.11 If Contractor provides any task, deliverable, service, or other work to County other than as specified in this Master Agreement, these will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against County.
- 3.12 During the term of this Master Agreement, Contractor and Contractor's staff, including psychologists and psychiatrists, must at all times possess and maintain all licenses and certifications required to perform Services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor must immediately notify County Project Director or County Project Manager, and cease all Services provided under this Master Agreement.
- 3.13 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's Services, or any Services at all, during the term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement(s) will commence on May 8, 2023, or upon the date of its execution by the Sheriff or his designee as authorized by the Board, whichever is later, and will terminate on May 7, 2026, unless sooner extended or terminated, in whole or in part, as provided in this Master Agreement.
- 4.2 County will have the sole option to extend this Master Agreement term for up to four additional one-year periods for a maximum total Master Agreement term not to exceed seven years. Each such option term will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and will be in the form of a written Amendment in accordance with subparagraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 4.3 County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address provided in Exhibit A (County's Administration) of this Master Agreement.

5.0 CONTRACT SUM

5.1 The rates and prices for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Master Agreement are set forth in

Exhibit D (Rate of Compensation) of this Master Agreement. Such rates and prices are firm and fixed for the term of this Master Agreement, unless a Cost of Living adjustment is granted as specified in subparagraph 5.7 (Cost of Living Adjustments (COLA)) and subparagraph 8.1 (Change Orders and Amendments).

- 5.2 Contractor is not entitled to any payment by County under this Master Agreement except pursuant to Department issued Client referrals and satisfactorily performed work. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.3 Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.4 Budget Reductions

In the event that the Board adopts, in any Fiscal Year, a County Budget which provides reductions in the salaries and benefits to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Master Agreement (including any extensions), and the Services to be provided by Contractor under this Master Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligations will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all Services set forth in this Master Agreement.

5.5 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

5.5.1 Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or

other termination of this Master Agreement. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

5.5.2 Notwithstanding the above, Contractor shall be entitled to payment for services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such services are rendered pursuant to a **referral** that was validly issued during the term of this Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.6 Invoices and Payments

- 5.6.1 Payment for all Work will be on a fixed per-session rate in accordance with Exhibit D (Rate of Compensation) of this Master Agreement, less any amounts assessed in accordance with subparagraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.6.2 Contractor must separately invoice the County for each referral authorized pursuant to this Master Agreement.
- 5.6.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.6.4 **Invoice Detail (Page 1)**

Contractor must submit an Exhibit F1 (Invoice Detail (Psychological Services)) and/or Exhibit F2 (Invoice Detail (Psychiatric Services)) of this Master Agreement with each Exhibit G (Invoice) and must include the following:

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Name
- Client Identification Number (identification number is digit assigned by the Contractor such as 1,2,3, etc.). Spouses/significant others and children names must be listed if seen in family sessions. An entry must be made for each Client for each date of attendance (i.e., both members of the couple's session would have an entry if

it is a couple's session). All parties to a family session should have an entry as well.

- Work Status (work status is Department Member [Emp] or Spouse/Significant Other [S/O].
- Type of Session (Client is being seen by psychologists for Individual [I], Couples [C], or Family [F] sessions), and by psychiatrists for Initial Evaluation [Initial], 25-30 min Re-evaluation [25 F/U], or 15 min Re-evaluation [15 F/U]). A Client may be seen for more than one type of counseling in one month, with prior approval by County Project Director or County Project Manager.
- Session Date (date Client showed, cancelled or noshow). This information will become a part of Client's permanent record. *Note: Contractor must not invoice for cancelled and/or no-show appointments.
- Attendance (Showed [S], Cancelled [CN], or No-Show [NS]).
- Topic(s) (County Project Manager will provide a list using a numbering system of topics/issues of treatment. Up to four treatment topics can be listed per Client).

5.6.5 **Invoice (Page 2)**

Contractor must invoice County using Exhibit G (Invoice) of the Master Agreement and each Exhibit G (Invoice) must include the following:

- Contractor Name and Address
- County Master Agreement Number
- Invoice Date
- Invoice Number
- Client Identification Number
- Session Date
- Session Length
- Session Rate
- Total Amount Due

5.6.6 Submission of Invoices

a. Exhibit F1 (Invoice Detail (Psychological Services)) and/or Exhibit F2 (Invoice Detail (Psychiatric Service)) and Exhibit G (Invoice) to this Master Agreement must be submitted to the address or fax number listed in Exhibit G (Invoice). b. Contractor must submit invoices by the 15th calendar day of the month following the month in which Services were performed. Failure to submit invoices by the 15th calendar day of the month may result in deduction of liquidated damages from invoices as specified in subparagraph 8.25.5 of this Master Agreement. Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.6.7 Approval of Invoices

All invoices submitted by Contractor must receive the written approval of County Project Director or County Project Manager. In no event will County be liable or responsible for any payment prior to such written approval. Contractor will not be entitled to any payment by County under this Master Agreement except for satisfactorily performed Work.

5.6.8 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue Exhibit H (Invoice Discrepancy Report (IDR)) of this Master Agreement to Contractor within ten Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten Business Days of the County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing will preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the term of this Master Agreement.

5.6.9 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

5.7 Cost of Living Adjustments (COLA)

If requested by Contractor, the Master Agreement (hourly, daily, etc.) amount may at the sole discretion of County, be increased annually

based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12 month period preceding the Master Agreement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12 month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this subparagraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Master Agreement) from the base upon which a COLA is calculated, unless Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Master Agreement, it will require a written Amendment to this Master Agreement first, that has been formally approved and executed by the parties.

5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.8.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.8.2 Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.8.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and

an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A (County's Administration) of this Master Agreement. County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The responsibilities of County Project Director may include:

- a. Ensuring that the objectives of this Master Agreement are met; and
- b. Providing direction to Contractor, in areas relating to the County policy, information requirements, and procedural requirements.
- 6.1.2 Except as set forth in subparagraph 8.1 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.
- 6.1.3 County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2 County Project Manager

6.2.1 County Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. County Project Manager generally be the first person for Contractor to contact with any questions.

The responsibilities of County Project Manager may include:

- a. Meeting with Contractor Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.
- 6.2.2 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate the County in any respect whatsoever.
- 6.2.3 County Project Manager will advise County Project Director as to Contractor's performance in work requirements and

- standards, County policy, information requirements, and procedural requirements.
- 6.2.4 County Project Manager will issue Contract Discrepancy Reports in accordance with subparagraph 11.1 (Contract Discrepancy Report) of Attachment 1 (Statement of Work: Psychological Services) and/or subparagraph 10.1 (Contract Discrepancy Report) of Attachment 2 (Statement of Work: Psychiatric Services) of this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit I (Contract Discrepancy Report) of this Master Agreement.
- 6.2.5 County Project Manager will approve all invoices and forward approved invoices to Department's Accounts Payable Unit, pursuant to subparagraph 5.6 (Invoices and Payments) of this Master Agreement.
 - 6.2.5.1 County Project Manager will issue Invoice Discrepancy Reports in accordance with subparagraph 5.6.8 (Invoice Discrepancy Report) of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor must notify County in writing of any change in the name or address of Contractor Project Manager.
- 7.1.2 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work.
- 7.1.3 Contractor Project Manager will be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Master Agreement.
- 7.1.4 During the term of this Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director at least monthly, in person or by phone, to review Work progress and discuss Work coordination.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor must promptly notify County in writing of any

- change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager and Contractor's psychologists and/or psychiatrists. Contractor must provide County with a curriculum vitae for each proposed psychologist and/or psychiatrist, list of references which verify proposed psychologist and/or psychiatrist meets the Minimum Mandatory Qualifications; and an opportunity to interview such person prior to any staff substitution, when requested by County.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but not be limited to, criminal conviction information.
- 7.5.2 County Project Director or County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this subparagraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subparagraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment. County will be entitled to retain its own counsel. includina. without limitation, County Counsel, reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor will cause each employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

- 8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and Sheriff.
- 8.1.2 For any change which does not materially affect the scope of Work, period or performance, amount of payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement will be executed by County Project Director and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of work, term, period of performance, amount of payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement will be executed by Contractor and the Board.
- 8.1.4 Notwithstanding subparagraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement; (2) modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); or (3) any cost-of-living adjustments in accordance with subparagraph 5.7 (Cost of Living Adjustment (COLA)), an Amendment to this Master Agreement will be executed by Contractor and Sheriff.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor must notify County of any pending

acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this subparagraph, County consent will require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within ten Business Days after this Master Agreement effective date, Contractor must provide County with

- Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, quidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under subparagraph 8.5 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have

the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to County:

- 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- 8.7.2 Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program

- (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor, "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to

- remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this subparagraph may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN/GROW Participants

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Master Agreement. It is County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

8.11.3 Non-responsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with County or a nonprofit corporation created by County, (2) committed an

act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

- change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has

- become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

- 8.17.1 This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.17.2 County and Contractor hereby agree to regard electronic representations of original signatures of authorized officials of each party, when appearing in appropriate places on Change Orders and Amendments prepared pursuant to subparagraph 8.1 (Change Orders and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such

legally binding signatures have been affixed to Change Orders and Amendments to this Master Agreement.

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor must adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must

provide and maintain at its own expense insurance coverage satisfying the requirements specified in subparagraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to County as stated below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than ten Days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement.

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement expiration, termination, or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 Insurance Coverage

8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

- **8.24.2** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination or cancellation.

8.24.6 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director or County Project Manager, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director or County Project Manager at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County Project Director or County Project Manager in a written notice describing the reasons for said action.

- 8.25.2 If County Project Director or County Project Manager determines that there are deficiencies in the performance of this Master Agreement that County Project Director or County Project Manager deems are correctable by Contractor over a certain time span, County Project Director or County Project Manager will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director or County Project Manager may:
 - a. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
 - c. Upon giving five days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 8.25.3 The action noted in subparagraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This subparagraph will not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in subparagraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.
- 8.25.5 The following liquidated damages may be deducted by County from Contractor's monthly invoices based upon Contractor's failure to submit invoices as specified in

subparagraph 5.6.6 (Submission of Invoices) of this Master Agreement:

- a. Exceeding the requirement of submitting invoices by the 15th calendar day of the month following the month in which Services were performed. The deduction will begin on the 16th calendar day of the month following the month in which Services were performed at an amount of \$20 per Business Day until the invoice is received.
- 8.25.6 County Project Director or County Project Manager reserves the right to waive any or all deductions specified above based on Contractor performance, extenuating circumstances, or for other reasons determined by the County Project Director or County Project Manager.

8.26 Most Favored Public Entity

If Contractor's prices decline or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor certifies to County each of the following:
 - 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by County.
- 8.27.7 If County finds that any provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement,

County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Director or County Project Manager any dispute between County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Director or County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it

8.31 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) of this Master Agreement. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director or County Project Manager will have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

- Any documents submitted by Contractor; all information 8.35.1 obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seg. (Public Records Act) and which are marked "trade secret." "confidential." or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:
 - Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director or County Project Manager. County will not unreasonably withhold written consent.
- 8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to County during the term of this Master Agreement and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference will be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Boards' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.

- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor must indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County Project Director or County Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor must ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement before any subcontractor may perform any Work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.13 (Contractor's Warranty of Adherence to

County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which County may terminate this Master Agreement pursuant to subparagraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor must immediately:
 - Stop Work or any Work issued under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed Work and Work in process; and
 - Complete performance of such part of the Work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work must be maintained by Contractor in accordance with subparagraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director or County Project Manager:
 - Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work

- required either under this Master Agreement or any Work issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph.
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in subparagraph 8.42.2 if its failure to perform this Master Agreement, including any Work issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after County has given notice of termination under the provisions of this subparagraph 8.42 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this subparagraph 8.42 (Termination for Default), or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to subparagraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this subparagraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, Amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or http://fraud.lacounty.gov/.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and

whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of County provided in this subparagraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future Fiscal Years unless and until the Board appropriates funds for this Master Agreement in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

- 8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.50.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than ten Days before every statewide election, every Contractor and subcontractor must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.53.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 Disqualification of any member of Contractor's staff pursuant to this subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this subparagraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a

protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 COVID-19 Vaccinations of County Contractor Personnel

8.59.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing Services under this Master Agreement, and/or (3) coming into contact with the public while performing Services under this Master Agreement (collectively, "In-Person Services").

- 8.59.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of Work under this Master Agreement that its Contractor Personnel are in compliance with the requirements of this subparagraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Master Agreement, and must provide such records to County for audit purposes, when required by County.
- 8.59.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County.
- 8.59.5 In addition to complying with the requirements of this subparagraph, Contractor must also comply with all other applicable local, departmental, State, and Federal laws,

regulations and requirements for COVID-19. A completed Exhibit E1 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Master Agreement, Contractor provides services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. County and Contractor therefore agree to the terms of Exhibit J (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA)) of this Master Agreement.

9.2 Contractor's Charitable Activities Compliance (if applicable)

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit K (Charitable Contributions Certification), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 Local Small Business Enterprise (LSBE) Preference Program

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

- 9.3.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.3.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:
 - Pay to County any difference between this Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.4 Social Enterprise (SE) Preference Program

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.4.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.4.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

- 9.4.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded:
 - 2. In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.5.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.5.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.5.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.5.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or

should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled. Contractor will:

- Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded:
- 2. In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

subparagraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

subparagraph 7.6 (Confidentiality)

subparagraph 8.1 (Change Orders and Amendments)

subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

subparagraph 8.5.2

subparagraph 8.18 (Fair Labor Standards)

subparagraph 8.19 (Force Majeure)

subparagraph 8.20 (Governing Law, Jurisdiction, and Venue)

subparagraph 8.22 (Indemnification)

subparagraph 8.23 (General Provisions for all Insurance Coverage)

subparagraph 8.24 (Insurance Coverage)

subparagraph 8.25 (Liquidated Damages)

subparagraph 8.33 (Notices)

subparagraph 8.37 (Record Retention and Inspection/Audit Settlement)

subparagraph 8.41 (Termination for Convenience)

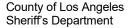
subparagraph 8.42 (Termination for Default)

subparagraph 8.47 (Validity)

subparagraph 8.48 (Waiver)

subparagraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10.0 (Survival)



MASTER AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND

FOR

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized representative on the dates written below.

COUNTY OF LOS ANGELES
By:
ROBERT G. LUNA, SHERIFF
Date:
CONTRACTOR
By:
Signed:
Title:
Date:

APPROVED AS TO FORM: DAWYN R. HARRISON Interim County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

PSYCHOLOGICAL SERVICES

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APPENDIX 1 - WORKERS' COMPENSATION BENEFITS PACKET

STATEMENT OF WORK PSYCHOLOGICAL SERVICES

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of psychologists to provide as-needed counseling and/or psychotherapy services to sworn and professional staff employed by the Department, and to the family members/significant others of Department members, utilizing brief solution-oriented psychological interventions.
- 1.2 At Contractor's office, Contractor will provide (1) individual counseling and/or psychotherapy; (2) relationship/marital counseling and/or psychotherapy; and/or (3) family counseling and/or psychotherapy.
 - 1.2.1 County Project Director or County Project Manager has the sole discretion to allow and/or disallow remote counseling and/or psychotherapy services as described in subparagraph 1.2 above.
- 1.3 Significant others may be seen individually or in the context of relationship and/or family counseling with the Department member. Children will only be seen in the context of family counseling and/or psychotherapy with the Department member and/or the Department member's significant other.
- 1.4 Contractor will provide psychological services under the Master Agreement only upon referral of a Client by a PSB psychologist. Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 1 (Statement of Work: Psychological Services).
- 1.5 Contractor will <u>not</u> provide psychological services to Department members or the family members/significant others under the Master Agreement, except as approved and authorized by a PSB psychologist pursuant to the Master Agreement. County will not be responsible for payment for counseling and/or psychotherapy services performed by Contractor that were not previously authorized by a PSB psychologist.
- 1.6 Once all approved and authorized counseling and/or psychotherapy sessions for a particular Department member and/or the member's family members/significant others have been completed by Contractor, the Department member and/or the family members/significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County will not be responsible for payment for

counseling and psychotherapy services performed by Contractor outside the terms of the Master Agreement.

2.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

- 2.1 There is no guarantee of Work under this Master Agreement. Contractor will be utilized on an intermittent, as-needed basis to assist the Department during periods of heavy Client load.
- 2.2 Work will be distributed to Contractor based on availability, specialty, and geographical area. In the Department's sole discretion, PSB psychologists, will refer Clients to Contractor whose areas of specialty and office location is the most appropriate for the Department member and/or family member/significant other that will engage in the counseling or psychotherapy session.
- 2.3 County Project Director or County Project Manager has the sole discretion to make a referral to any Contractor, based on the needs of the Department.

3.0 REFERRALS

3.1 Upon determination by County to request psychological services, it is County's intent to refer Clients to Contractor, based upon Contractor's availability, areas of specialty, and geographic location; however, based upon the needs of County, the Department has the sole discretion to make a referral to any Contractor.

3.2 Referral Process

- 3.2.1 Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 1 (Statement of Work: Psychological Services).
- 3.2.2 Referrals will be made by PSB Psychologists to Contractor by telephone. Such telephonic referrals will include, but not be limited to, the following information:
 - 1) Reason for Referral
 - 2) Client Name
 - 3) Work Status (Department member/Significant Other)
 - 4) Type of Session (Individual, Couples, or Family)
- 3.3 Contractor will schedule the intake session within two weeks of receiving the referral. Should Contractor not be able to schedule the intake within

two weeks of receiving the referral, Contractor must notify County Project Director or County Project Manager, at which time the Department will proceed to the next appropriate Contractor available.

4.0 CONTRACTOR WORK REQUIREMENTS

- 4.1 Upon referral of a Client to Contractor by a PSB Psychologist, Contractor will provide to Client four initial counseling or psychotherapy sessions.
- 4.2 If, after the initial four sessions, Contractor believes that additional counseling or psychotherapy sessions are required for a Client, Contractor will deliver an oral or electronic report to County Project Director or County Project Manager outlining the number of sessions Client has received, Client's current treatment goals, and progress made toward identified goals. Contractor cannot provide additional services or sessions to Client beyond the initially authorized four sessions under the terms of the Master Agreement without prior authorization from County Project Director or County Project Manager.
- 4.3 Contractor will provide counseling and/or psychotherapy services to Clients in 45–50-minute sessions, not to exceed a total of ten sessions within a 12-month period, unless additional sessions are pre-authorized by County Project Director or County Project Manager.
- 4.4 If Client does not receive Services for a period of 60 Days, any previously approved sessions remaining are forfeited back to the County. Clients must obtain a new referral by a PSB Psychologist should they wish to resume services.
- 4.5 When Contractor, during the course of evaluation and/or treatment, determines that a Client may require a psychiatric medicine consultation, Contractor can refer Client to PSB psychologist for a referral to a psychiatrist currently contracted with PSB. PSB psychologist will assist Client in obtaining an initial comprehensive psychiatric evaluation. If psychiatric medicine is prescribed, the psychiatric consultant and Contractor must communicate with each other at least once per month regarding the psychiatric medicine needs and the progress of the Client.
- 4.6 Contractor must maintain accurate, legible, and appropriate medical records for each Client receiving Services, consistent with current professional standards.
- 4.7 Contractor must utilize the Counseling Information Form supplied by County Project Director or County Project Manager. A copy of this form must be submitted to County Project Manager within one week of the intake session.

- 4.8 Contractor must complete all necessary documentation required for record-keeping and billing purposes in a timely manner as specified in subparagraph 5.6 (Invoices and Payments) of the Master Agreement. Failure to do so may result in delay of payment or an assessment of liquidated damages as specified in subparagraph 8.25.5 of the Master Agreement.
- 4.9 Contractor must <u>not</u> conduct an Independent Medical Opinion (IMO) on a law enforcement applicant who has been deemed "Not Suitable" by a psychologist performing pre-employment psychological evaluations, nor conduct a Fitness for Duty Evaluation (FFDE) on any Department member.

4.10 Monthly Report

- 4.10.1 Contractor must provide a monthly report to County Project Manager by the 15th Day of the following month. The monthly report must list all Services provided for the month. The list must include, but not be limited to the following:
 - a. Client Name
 - b. Session Date
 - c. Work Status (Department member/Significant Other)
 - d. Type of Session (Individual, Couples, or Family)
- 4.10.2 For months in which no Services were provided, Contractor is still required to provide a monthly report and must indicate no Services were provided.

5.0 WORKERS' COMPENSATION BENEFITS

- 5.1 For all Clients alleging a work-related injury, Contractor must provide Clients with a Workers' Compensation Benefits Packet, attached to this SOW as Appendix 1 (Workers' Compensation Benefits Packet).
- 5.2 Contractor must thoroughly document in writing the alleged work-related injury, as well as other pertinent information concerning the Client. Such documentation must be provided to the County upon request.
- 5.3 Once a work-related injury is alleged by a Client, Contractor must cease providing counseling or psychotherapy to Client until Client signs the Receipt of Claim Form and the Declination Statement, attached to this SOW as part of Appendix 1 (Workers' Compensation Benefits Packet).
- 5.4 Clients who have a current work-related injury claim pending, and Clients indicating an intent or desire to file a workers' compensation claim, must immediately be referred to County Project Director or County Project

Manager, and must <u>not</u> be treated by or receive services from Contractor under the Master Agreement.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 Psychologists performing Work under this Master Agreement must have a doctorate in psychology or related field from an accredited institution.
- 6.2 Psychologists performing Work under this Master Agreement must be licensed by, and in good standing with, the California Board of Psychology.
- 6.3 Psychologists performing Work under this Master Agreement must possess and maintain in good operating order a cellular telephone on which they can be reached directly 24 hours a day. The telephone numbers must be provided to County Project Director and County Project Manager upon execution of the Master Agreement.
- 6.4 Psychologists performing Work under this Master Agreement must be able to effectively communicate in English, both orally and in writing.

7.0 CONTRACTOR'S OFFICE

Contractor must maintain an office in which Contractor conducts business and where Services will be provided within Los Angeles County or immediately adjoining counties with a telephone in Contractor's name. Contractor must provide an answering service to receive and forward calls to Contractor whenever Contractor's office is closed. Contractor must make a reasonable attempt to answer calls placed to Contractor's cellular phone and/or after-hours answering services within two hours of receipt of the call from a Client, and no more than a 24-hour period.

8.0 HOURS AND DAYS OF SERVICE

Contractor's workdays and hours will vary, depending on the needs of the Department and the Clients. Any change to availability must be communicated to County Project Director and County Project Manager in writing, at least one week prior to the change going into effect.

9.0 MATERIALS AND EQUIPMENT

- 9.1 Contractor must utilize the Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the intake session.
- 9.2 Contractor is solely responsible for the cost of purchasing all equipment required to provide Services.

9.3 Contractor must use materials and equipment that are safe for the environment.

10.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

10.1 As-Needed Meetings

During the term of the Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director or County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Director or County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

11.0 CONTRACT DISCREPANCY

11.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

11.2 Contract Discrepancy Report

County Project Manager will determine whether Exhibit I (Contract Discrepancy Report (CDR)) of the Master Agreement, will be issued. Upon receipt of the CDR, Contractor must respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Director within ten Business Days of receipt of the CDR.

WORKERS' COMPENSATION BENEFITS PACKET

Concerned Personnel:

RE: WORKERS' COMPENSATION BENEFITS

If you think your emotional/stress problems are related to your job, we would be happy to discuss your situation with you and answer questions you may have regarding your rights and benefits under Workers' Compensation.

INJURY AND HEALTH SUPPORT UNIT
211 West Temple Street, 4th floor, Los Angeles, CA 90012
(213) 229-3199



Los Angeles County Sheriff's Department Psychological Services Bureau

WORKERS' COMPENSATION BENEFITS

Concerned Personnel:

If you think your emotional/stress problems are related to your job, the **Injury and Health Support Unit** would be happy to discuss your situation with you and answer questions you may have regarding your rights and benefits under Workers' Compensation. We can be reached at **(213) 229-3199**.

MEDICAL CARE.

Your employer will arrange for medical care, and all costs are paid directly by your employer's insurance company, so you should never see a bill. All medical treatment to cure or relieve your condition will be provided without a deductible or dollar limit.

PAYMENT FOR LOST WAGES.

If you're temporarily disabled by a job injury or illness, you'll receive tax-free income until your doctor says you are able to return to work. Temporary disability payments are two-thirds of your average weekly pay, up to a maximum set by state law. (Some employees are entitled to receive full salary in lieu of temporary disability payments.) Payments are not made for the first three days you are disabled unless you are hospitalized as an inpatient or unable to work for more than 14 days.

REHABILITATION.

If the injury or illness prevents you from returning to the same job, you may qualify for vocational rehabilitation benefits, with all costs paid by your employer's insurance.

PAYMENT FOR PERMANENT DISABILITY.

If the injury or illness results in a permanent disability, permanent disability payments will be necessary after recovery.

DEATH BENEFITS.

If the injury results in death, a benefit will be paid to surviving dependents.

If you need assistance completing this form, or have questions regarding your benefits, please contact the State Office of Benefit Assistance and Enforcement by calling toll free, (800) 736-7401. This service is provided to you at no cost. You also have the right to consult an attorney.

Rev 4/9/20



Los Angeles County Sheriff's Department Psychological Services Bureau

DECLINATION STATEMENT

I do not wish to make a claim for Workers' Compensar	tion Benefits at this time. I do not waive my Workers
Compensation Benefits.	
Client's Signature	Date
Client's Name - Printed	
Psychologist's Signature	Psychologist's Name – Printed



Los Angeles County Sheriff's Department Psychological Services Bureau

RECEIPT OF CLAIM FORM

I have been given a copy of the Claim Form – Employee's	s Claim for Workers' Compensation Benefits.
Client's Signature	Date
Client's Name - Printed	
Psychologist's Signature	Psychologist's Name – Printed

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad



If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Use the attached form to file a workers' compensation claim with your employer. You should read all of the information below. Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If you file a claim, the claims administrator, who is responsible for handling your claim, must notify you within 14 days whether your claim is accepted or whether additional investigation is needed.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Do this right away to avoid problems with your claim. In some cases, benefits will not start until you inform your employer about your injury by filing a claim form. Describe your injury completely. Include every part of your body affected by the injury. If you mail the form to your employer, use first-class or certified mail. If you buy a return receipt, you will be able to prove that the claim form was mailed and when it was delivered. Within one working day after you file the claim form, your employer must complete the "Employer" section, give you a dated copy, keep one copy, and send one to the claims administrator.

Medical Care: Your claims administrator will pay for all reasonable and necessary medical care for your work injury or illness. Medical benefits are subject to approval and may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, medicines, equipment and travel costs. Your claims administrator will pay the costs of approved medical services directly so you should never see a bill. There are limits on chiropractic, physical therapy, and other occupational therapy visits.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness.

- If you previously designated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
- If your employer is using a medical provider network (MPN) or Health Care
 Organization (HCO), in most cases, you will be treated in the MPN or HCO
 unless you predesignated your personal physician or a medical group. An
 MPN is a group of health care providers who provide treatment to workers
 injured on the job. You should receive information from your employer if
 you are covered by an HCO or a MPN. Contact your employer for more
 information.
- If your employer is not using an MPN or HCO, in most cases, the claims administrator can choose the doctor who first treats you unless you predesignated your personal physician or a medical group.
- If your employer has not put up a poster describing your rights to workers' compensation, you may be able to be treated by your personal physician right after you are injured.

Within one working day after you file a claim form, your employer or the claims administrator must authorize up to \$10,000 in treatment for your injury, consistent with the applicable treating guidelines until the claim is accepted or rejected. If the employer or claims administrator does not authorize treatment right away, talk to your supervisor, someone else in management, or the claims administrator. Ask for treatment to be authorized right now, while waiting for a decision on your claim. If the employer or claims administrator will not authorize treatment, use your own health insurance to get medical care. Your health insurer will seek reimbursement from the claims administrator. If you do not have health insurance, there are doctors, clinics or hospitals that will treat you without immediate payment. They will seek reimbursement from the claims administrator.

Switching to a Different Doctor as Your PTP:

- If you are being treated in a Medical Provider Network (MPN), you may switch to other doctors within the MPN after the first visit.
- If you are being treated in a Health Care Organization (HCO), you may switch at least one time to another doctor within the HCO. You may switch to a doctor outside the HCO 90 or 180 days after your injury is reported to your employer (depending on whether you are covered by employerprovided health insurance).
- If you are not being treated in an MPN or HCO and did not predesignate, you may switch to a new doctor one time during the first 30 days after your injury is reported to your employer. Contact the claims administrator to switch doctors. After 30 days, you may switch to a doctor of your choice if

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Utilice el formulario adjunto para presentar un reclamo de compensación de trabajadores con su empleador. Ud. debe leer toda la información a continuación. Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran dependiendo de la índole de su reclamo. Si usted presenta un reclamo, I administrador de reclamos, quien es responsable por el manejo de su reclamo, debe notificarle dentro de 14 días si se acepta su reclamo o si se necesita investigación adicional.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Haga esto de inmediato para evitar problemas con su reclamo. En algunos casos, los beneficios no se iniciarán hasta que usted le informe a su empleador acerca de su lesión mediante la presentación de un formulario de reclamo. Describa su lesión por completo. Incluya cada parte de su cuerpo afectada por la lesión. Si usted le envía por correo el formulario a su empleador, utilice primera clase o correo certificado. Si usted compra un acuse de recibo, usted podrá demostrar que el formulario de reclamo fue enviado por correo y cuando fue entregado. Dentro de un día laboral después de presentar el formulario de reclamo, su empleador debe completar la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos.

Atención Médica: Su administrador de reclamos pagará por toda la atención médica razonable y necesaria para su lesión o enfermedad relacionada con el trabajo. Los beneficios médicos están sujetos a la aprobación y pueden incluir tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio, las medicinas, equipos y gastos de viaje. Su administrador de reclamos pagará directamente los costos de los servicios médicos aprobados de manera que usted nunca verá una factura. Hay límites en terapia quiropráctica, física y otras visitas de terapia ocupacional.

El Médico Primario que le Atiende (*Primary Treating Physician- PTP*) es el médico con la responsabilidad total para tratar su lesión o enfermedad.

- Si usted designó previamente a su médico personal o a un grupo médico, usted podrá ver a su médico personal o grupo médico después de lesionarse.
- Si su empleador está utilizando una red de proveedores médicos (Medical Provider Network- MPN) o una Organización de Cuidado Médico (Health Care Organization- HCO), en la mayoría de los casos, usted será tratado en la MPN o HCO a menos que usted hizo una designación previa de su médico personal o grupo médico. Una MPN es un grupo de proveedores de asistencia médica quien da tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una HCO o una MPN. Hable con su empleador para más información
- Si su empleador no está utilizando una MPN o HCO, en la mayoría de los casos, el administrador de reclamos puede elegir el médico que lo atiende primero a menos de que usted hizo una designación previa de su médico personal o grupo médico.
- Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede ser tratado por su médico personal inmediatamente después de lesionarse.

Dentro de un día laboral después de que Ud. Presente un formulario de reclamo, su empleador o el administrador de reclamos debe autorizar hasta \$10000 en tratamiento para su lesión, de acuerdo con las pautas de tratamiento aplicables, hasta que el reclamo sea aceptado o rechazado. Si el empleador o administrador de reclamos no autoriza el tratamiento de inmediato, hable con su supervisor, alguien más en la gerencia, o con el administrador de reclamos. Pida que el tratamiento sea autorizado ya mismo, mientras espera una decisión sobre su reclamo. Si el empleador o administrador de reclamos no autoriza el tratamiento, utilice su propio seguro médico para recibir atención médica. Su compañía de seguro médico buscará reembolso del administrador de reclamos. Si usted no tiene seguro médico, hay médicos, clínicas u hospitales que lo tratarán sin pago inmediato. Ellos buscarán reembolso del administrador de reclamos.

Cambiando a otro Médico Primario o PTP:

• Si usted está recibiendo tratamiento en una Red de Proveedores Médicos

your employer or the claims administrator has not created or selected an MPNI

<u>Disclosure of Medical Records</u>: After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

<u>Problems with Medical Care and Medical Reports</u>: At some point during your claim, you might disagree with your PTP about what treatment is necessary. If this happens, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, the steps to take depend on whether you are receiving care in an MPN, HCO, or neither. For more information, see "Learn More About Workers' Compensation," below.

If the claims administrator denies treatment recommended by your PTP, you may request independent medical review (IMR) using the request form included with the claims administrator's written decision to deny treatment. The IMR process is similar to the group health IMR process, and takes approximately 40 (or fewer) days to arrive at a determination so that appropriate treatment can be given. Your attorney or your physician may assist you in the IMR process. IMR is not available to resolve disputes over matters other than the medical necessity of a particular treatment requested by your physician.

If you disagree with your PTP on matters other than treatment, such as the cause of your injury or how severe the injury is, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, notify the claims administrator in writing as soon as possible. In some cases, you risk losing the right to challenge your PTP's opinion unless you do this promptly. If you do not have an attorney, the claims administrator must send you instructions on how to be seen by a doctor called a qualified medical evaluator (QME) to help resolve the dispute. If you have an attorney, the claims administrator may try to reach agreement with your attorney on a doctor called an agreed medical evaluator (AME). If the claims administrator disagrees with your PTP on matters other than treatment, the claims administrator can require you to be seen by a QME or AME.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you may receive temporary disability payments for a limited period. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Stav at Work or Return to Work: Being injured does not mean you must stop working. If you can continue working, you should. If not, it is important to go back to work with your current employer as soon as you are medically able. Studies show that the longer you are off work, the harder it is to get back to your original job and wages. While you are recovering, your PTP, your employer (supervisors or others in management), the claims administrator, and your attorney (if you have one) will work with you to decide how you will stay at work or return to work and what work you will do. Actively communicate with your PTP, your employer, and the claims administrator about the work you did before you were injured, your medical condition and the kinds of work you can do now, and the kinds of work that your employer could make available to you.

Payment for Permanent Disability: If a doctor says you have not recovered completely from your injury and you will always be limited in the work you can do, you may receive additional payments. The amount will depend on the type of injury, extent of impairment, your age, occupation, date of injury, and your wages before you were injured.

<u>Supplemental Job Displacement Benefit (SJDB)</u>: If you were injured on or after 1/1/04, and your injury results in a permanent disability and your employer does not offer regular, modified, or alternative work, you may qualify for a nontransferable voucher payable for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law.

Death Benefits: If the injury or illness causes death, payments may be made to a

- (Medical Provider Network- MPN), usted puede cambiar a otros médicos dentro de la MPN después de la primera visita.
- Si usted está recibiendo tratamiento en un Organización de Cuidado Médico (Healthcare Organization- HCO), es posible cambiar al menos una vez a otro médico dentro de la HCO. Usted puede cambiar a un médico fuera de la HCO 90 o 180 días después de que su lesión es reportada a su empleador (dependiendo de si usted está cubierto por un seguro médico proporcionado por su empleador).
- Si usted no está recibiendo tratamiento en una MPN o HCO y no hizo una designación previa, usted puede cambiar a un nuevo médico una vez durante los primeros 30 días después de que su lesión es reportada a su empleador. Póngase en contacto con el administrador de reclamos para cambiar de médico. Después de 30 días, puede cambiar a un médico de su elección si su empleador o el administrador de reclamos no ha creado o seleccionado una MPN.

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes serán revelados. Si usted solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Problemas con la Atención Médica v los Informes Médicos: En algún momento durante su reclamo, podría estar en desacuerdo con su *PTP* sobre qué tratamiento es necesario. Si esto sucede, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, los pasos a seguir dependen de si usted está recibiendo atención en una *MPN*, *HCO* o ninguna de las dos. Para más información, consulte la sección "Aprenda Más Sobre la Compensación de Trabajadores," a continuación.

Si el administrador de reclamos niega el tratamiento recomendado por su *PTP*, puede solicitar una revisión médica independiente (*Independent Medical Review-IMR*), utilizando el formulario de solicitud que se incluye con la decisión por escrito del administrador de reclamos negando el tratamiento. El proceso de la *IMR* es parecido al proceso de la *IMR* de un seguro médico colectivo, y tarda aproximadamente 40 (o menos) días para llegar a una determinación de manera que se pueda dar un tratamiento apropiado. Su abogado o su médico le pueden ayudar en el proceso de la *IMR*. La *IMR* no está disponible para resolver disputas sobre cuestiones aparte de la necesidad médica de un tratamiento particular solicitado por su médico.

Si no está de acuerdo con su *PTP* en cuestiones aparte del tratamiento, como la causa de su lesión o la gravedad de la lesión, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, notifique al administrador de reclamos por escrito tan pronto como sea posible. En algunos casos, usted arriesg perder el derecho a objetar a la opinión de su *PTP* a menos que hace esto de inmediato. Si usted no tiene un abogado, el administrador de reclamos debe enviarle instrucciones para ser evaluado por un médico llamado un evaluador médico calificado (*Qualified Medical Evaluator-QME*) para ayudar a resolver la disputa. Si usted tiene un abogado, el administrador de reclamos puede tratar de llegar a un acuerdo con su abogado sobre un médico llamado un evaluador médico acordado (*Agreed Medical Evaluator-AME*). Si el administrador de reclamos no está de acuerdo con su *PTP* sobre asuntos aparte del tratamiento, el administrador de reclamos puede exigirle que sea atendido por un *QME* o *AME*.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. puede recibir pagos por incapacidad temporal por un periodo limitado. Estos pagos pueden cambiar o parar cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no puede trabajar durante más de 14 días.

Permanezca en el Trabajo o Regreso al Trabajo: Estar lesionado no significa que usted debe dejar de trabajar. Si usted puede seguir trabajando, usted debe hacerlo. Si no es así, es importante regresar a trabajar con su empleador actual tan

spouse and other relatives or household members who were financially dependent on the deceased worker.

<u>It is illegal for your employer</u> to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Resolving Problems or Disputes: You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your employer or claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) or unemployment insurance (UI) benefits. Call the state Employment Development Department at (800) 480-3287 or (866) 333-4606, or go to their website at www.edd.ca.gov.

You Can Contact an Information & Assistance (I&A) Officer: State 1&A officers answer questions, help injured workers, provide forms, and help resolve problems. Some 1&A officers hold workshops for injured workers. To obtain important information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an I&A officer of the state Division of Workers' Compensation. You can also hear recorded information and a list of local 1&A offices by calling (800) 736-7401.

<u>You can consult with an attorney</u>. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their website at www.californiaspecialist.org.

Learn More About Workers' Compensation: For more information about the workers' compensation claims process, go to www.dwc.ca.gov. At the website, you can access a useful booklet, "Workers' Compensation in California: A Guidebook for Injured Workers." You can also contact an Information & Assistance Officer (above), or hear recorded information by calling 1-800-736-7401

pronto como usted pueda medicamente hacerlo. Los estudios demuestran que entre más tiempo esté fuera del trabajo, más difícil es regresar a su trabajo original y a sus salarios. Mientras se está recuperando, su *PTP*, su empleador (supervisores u otras personas en la gerencia), el administrador de reclamos, y su abogado (si tiene uno) trabajarán con usted para decidir cómo va a permanecer en el trabajo o regresar al trabajo y qué trabajo hará. Comuníquese de manera activa con su *PTP*, su empleador y el administrador de reclamos sobre el trabajo que hizo antes de lesionarse, su condición médica y los tipos de trabajo que usted puede hacer ahora y los tipos de trabajo que su empleador podría poner a su disposición.

<u>Pago por Incapacidad Permanente</u>: Si un médico dice que no se ha recuperado completamente de su lesión y siempre será limitado en el trabajo que puede hacer, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, grado de deterioro, su edad, ocupación, fecha de la lesión y sus salarios antes de lesionarse.

Beneficio Suplementario por Desplazamiento de Trabajo (Supplemental Job Displacement Benefit- SJDB): Si Ud. se lesionó en o después del 1/1/04, y su lesión resulta en una incapacidad permanente y su empleador no ofrece un trabajo regular, modificado, o alternativo, usted podría cumplir los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo un curso de reentrenamiento y/o mejorar su habilidad. Si Ud. cumple los requisios, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a un cónyuge y otros parientes o a las personas que viven en el hogar que dependían económicamente del trabajador difunto.

Es ilegal que su empleador le castigue o despida por sufrir una lesión o enfermedad laboral, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (Código Laboral, sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Resolviendo problemas o disputas: Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su empleador o administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatalde Incapacidad (State Disability Insurance-SDI) o beneficios del desempleo (Unemployment Insurance-UI). Llame al Departamento del Desarrollo del Empleo estatal al (800) 480-3287 o (866) 333-4606, o visite su página Web en www.edd.ca.gov.

Puede Contactar a un Oficial de Información y Asistencia (Information & Assistance- I&A): Los Oficiales de Información y Asistencia (I&A) estatal contestan preguntas, ayudan a los trabajadores lesionados, proporcionan formularios y ayudan a resolver problemas. Algunos oficiales de I&A tienen talleres para trabajadores lesionados. Para obtener información importante sobre el proceso de la compensación de trabajadores y sus derechos y obligaciones, vaya a www.dwc.ca.gov o comuníquese con un oficial de información y asistencia de la División Estatal de Compensación de Trabajadores. También puede escuchar información grabada y una lista de las oficinas de I&A locales llamando al (800) 736-7401.

<u>Ud. puede consultar con un abogado</u>. La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, o consulte su página Web en www.californiaspecialist.org.

Aprenda Más Sobre la Compensación de Trabajadores: Para obtener más información sobre el proceso de reclamos del programa de compensación de trabajadores, vaya a www.dwc.ca.gov. En la página Web, podrá acceder a un folleto útil, "Compensación del Trabajador de California: Una Guía para Trabajadores Lesionados." También puede contactar a un oficial de Información y Asistencia (arriba), o escuchar información grabada llamando al 1-800-736-7401.

Estado de California Departamento de Relaciones Industriales DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS' COMPENSATION CLAIM FORM (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included in the Notice of Potential Eligibility, which is the cover sheet of this form. Detach and save this notice for future reference.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them. You may receive written notices from your employer or its claims administrator about your claim. If your claims administrator offers to send you notices electronically, and you agree to receive these notices only by email, please provide your email address below and check the appropriate box. If you later decide you want to receive the notices by mail, you must inform your employer in writing.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC I)

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la Division de Compensación al Trabajador al (800) 736-7401 para oir información gravada. Una explicación de los beneficios de compensación de trabajadores está incluido en la Notificación de Posible Elegibilidad, que es la hoja de portada de esta forma. Separe y guarde esta notificación como referencia para el futuro.

Ud. también debería haber recibido de su empleador un folleto describiendo los benficios de compensación al trabajador lesionado y los procedimientos para obtenerlos. Es posible que reciba notificaciones escritas de su empleador o de su administrador de reclamos sobre su reclamo. Si su administrador de reclamos ofrece enviarle notificaciones electrónicamente, y usted acepta recibir estas notificaciones solo por correo electrónico, por favor proporcione su dirección de correo electrónico abajo y marque la caja apropiada. Si usted decide después que quiere recibir las notificaciones por correo, usted debe de informar a su empleador por escrito.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

	complete esta sección y note la notación arriba.				
1. Name. Nombre Today's Date. Fecha de Hoy					
2. Home Address. Dirección Residencial.					
3. City. Ciudad. State. Estado. 4. Date of Injury. Fecha de la lesión (accidente).	Zip. Código Postal				
4. Date of Injury. Fecha de la lesión (accidente).	Time of Injury. Hora en que ocurrióa.mp.m.				
5. Address and description of where injury happened. Dirección/lugar dónde occurió el accidente.					
6. Describe injury and part of body affected. Describa la lesión ý parte del cuerpo afectada.					
7. Social Security Number. <i>Número de Seguro Social del Empleado</i> .	_				
8. Check if you agree to receive notices about your claim by email only. <i>Cor</i>	Marque si usted acepta recibir notificaciones sobre su reclamo solo por correo reo electrónico del empleado.				
electrónico. Employee's e-mail					
Employer—complete this section and see note below. Empleador—complete est	a sección y note la notación abajo.				
10. Name of employer. Nombre del empleador.					
11. Address. Dirección.					
12. Date employer first knew of injury. Fecha en que el empleador supo por primero	a vez de la lesión o accidente.				
13. Date claim form was provided to employee. Fecha en que se le entregó al emple					
14. Date employer received claim form. Fecha en que el empleado devolvió la petición al empleador					
16. Insurance Policy Number. <i>El número de la póliza de Seguro</i> .					
17. Signature of employer representative. Firma del representante del empleador.					
18. Title. Título					
Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within <u>one working day</u> of receipt of the form from the employee. SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY	Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.				
	EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD				
Employer copy/Copia del Empleador Employee copy/Copia del Empleado Claims Administrator/Administrator de Reclamos Temporary Receipt/Recibo del Empleado					

County of Los Angeles Sheriff's Department

Rev. 1/1/2016

ATTACHMENT 2

STATEMENT OF WORK

PSYCHIATRIC SERVICES

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STATEMENT OF WORK PSYCHIATRIC SERVICES

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) Psychological Services Bureau (PSB) requires the services of psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation, and medication re-evaluation services to Department members and to the significant others of Department members.
- 1.2 At Contractor's office, Contractor will provide psychiatric services under the Master Agreement only upon referral of a Client by a PSB psychologist. Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Statement of Work.
 - 1.2.1 County Project Director or County Project Manager has the sole discretion to allow and/or disallow remote counseling and/or psychotherapy services as described in subparagraph 1.2 above.
- 1.3 Contractor will provide (1) initial face-to-face comprehensive psychiatric evaluation; (2) medication re-evaluations of intermediate length (25-30 minutes sessions) when appropriate; and/or (3) medication re-evaluations of brief length (10-15 minutes sessions) when appropriate.
- 1.4 Contractor will <u>not</u> provide psychiatric services to Department members or their family members/significant others under the Master Agreement, except as approved and authorized by a PSB psychologist pursuant to the Master Agreement. County will not be responsible for payment for psychiatric services performed by Contractor that were not previously authorized.
- 1.5 Once all approved and authorized psychiatric services for a particular Department member and/or the member's family members/significant others have been completed by Contractor, the Department member or significant others may continue treatment with Contractor at their own expense and at Contractor's discretion. County will not be responsible for payment for psychiatric services performed by Contractor outside the terms of the Master Agreement.

2.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

2.1 There is no guarantee of Work under this Master Agreement. Contractor will be utilized on an intermittent, as-needed basis to assist the Department during periods of heavy Client load.

- 2.2 Work will be distributed to Contractor based on availability, specialty, and geographical area. In the Department's sole discretion, PSB psychologists will refer Clients to Contractor whose areas of specialty and office location is the most appropriate for the Department member and/or significant other that will engage in the counseling or psychotherapy session.
- 2.3 County Project Director or County Project Manager has the sole discretion to make a referral to any Contractor, based on the needs of the Department.

3.0 REFERRALS

3.1 Upon determination by County to request psychiatric services, it is County's intent to refer Clients to Contractor, based upon Contractor's availability, areas of specialty, and geographic location; however, based upon the needs of County, the Department has the sole discretion to make a referral to any Contractor.

3.2 Referral Process

- 3.2.1 Work will be distributed to Contractor as specified in Paragraph 2.0 (Guidelines for the Distribution of Work) of this Attachment 2 (Statement of Work: Psychiatric Services).
- 3.2.2 Referrals for an initial comprehensive psychiatric evaluation will be made by a PSB psychologists to Contractor by telephone. Such telephonic referrals will include, but not be limited to, the following information:
 - 1) Reason for Referral
 - 2) Client Name
 - 3) Work Status (Department member/Significant Other)
- 3.3 Contractor will schedule the initial comprehensive psychiatric evaluation within two weeks of receiving referral. Should Contractor not be able to schedule the initial comprehensive psychiatric evaluation within two weeks of receiving the referral, Contractor must notify County Project Director or County Project Manager, at which time the Department will proceed to the appropriate Contractor available.

4.0 CONTRACTOR WORK REQUIREMENTS

4.1 Upon referral of a Client to Contractor by a PSB psychologist, Contractor will provide an initial face-to-face comprehensive psychiatric evaluation session and up to three medication re-evaluation sessions if a prescription

- for psychiatric medicine is appropriate, as indicated by the findings of the comprehensive psychiatric evaluation.
- 4.2 If, after the initial comprehensive psychiatric evaluation and three medication re-evaluation sessions, Contractor believes that additional follow-up is required for a Client, Contractor will request additional sessions from County Project Director or County Project Manager for Client. Contractor will not provide additional Services to Client beyond the initially authorized four sessions without prior authorization from County Project Director.
- 4.3 psychiatric medication When prescribing following the initial comprehensive psychiatric evaluation, Contractor will conduct face-to-face or telephonic medication re-evaluations at least monthly or as frequently as dictated by currently accepted standards of psychiatric care. Brief length sessions, 10-15 minutes, for medication re-evaluations may be conducted telephonically, if appropriate and Client prefers. Intermediate length sessions, to 25-30 minutes, for medication re-evaluations should be conducted on a face-to-face basis, unless extenuating circumstances clearly require the re-evaluation to be done telephonically.
- 4.4 Following an initial comprehensive psychiatric evaluation, Contractor will provide a verbal or written consultation report as soon as possible, but no later than one week after the evaluation, to the treating psychologist outlining Client's recommended treatment plan. Contractor must provide the verbal or written consultation report to the treating psychologist outlining Client's recommended treatment plan before any other treatment is rendered. The verbal or written consultation report will be noted in Client's treatment or case file. Any change in medication (including type, dosage, or frequency) beyond the initial comprehensive psychiatric evaluation will be in consultation with the treating psychologist, and shall be documented in Client's treatment or case file.
- 4.5 If a Client is not seen for a period of four months, any previously approved sessions will be forfeited back to the County. Client will be required to obtain a new referral from a PSB psychologist should they wish to resume services.
- 4.6 Contractor acknowledges and agrees that the treating psychologist is Client's primary care provider. Contractor serves as a consultant to the primary care provider for the purpose of prescribing and monitoring Client's use of psychiatric medicine pursuant to their treatment plan.
- 4.7 Contractor will provide psychiatric services as specified in the Master Agreement to a Client only if such Client is concurrently in counseling or psychotherapy with a psychologist, whom is either employed by or under contract with PSB.

- 4.8 Contractor must maintain accurate, legible, and appropriate medical records for each Client receiving Services, consistent with current professional standards, including the Client's initial comprehensive psychiatric evaluation and progress relative to the prescribed psychiatric medicine regimen. Upon request by County, these records shall be made available and shall be provided via consultation between Contractor and the PSB psychologist.
- 4.9 Contractor must utilize the Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the initial comprehensive psychiatric evaluation session.
- 4.10 Contractor must complete all necessary documentation required for record-keeping and billing purposes in a timely manner as specified in subparagraph 5.6 (Invoices and Payments) of the Master Agreement. Failure to do so may result in delay of payment or an assessment of liquidated damages as specified in subparagraph 8.25.5 of the Master Agreement.
- 4.11 Contractor must <u>not</u> conduct an Independent Medical Opinion (IMO) on a law enforcement applicant that has been deemed "Not Suitable" by a psychologist performing pre-employment psychological evaluations, nor conduct a Fitness For Duty Evaluation (FFDE) on any Department member.

4.12 Monthly Report

- 4.12.1 Contractor must provide a monthly report to County Project Manager by the 15th Day of the following month. The monthly report must list all Services provided for the month. The list must include, but not be limited to the following:
 - a. Client Name
 - b. Session Date
 - c. Work Status (Department Member/Significant Other)
 - d. Type of Session (Initial Comprehensive Psychiatric Evaluation, 25-30 min Re-evaluation, or 10-15 min Re-evaluation)
- 4.12.2 For months in which no Services were provided, Contractor is still required to provide a monthly report and must indicate no Services were provided.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Psychiatrists performing Work under this Master Agreement must have graduated from an accredited medical school.

- 5.2 Psychiatrists performing Work under this Master Agreement must have completed an accredited psychiatric residency program.
- 5.3 Psychiatrists performing Work under this Master Agreement must be board certified in psychiatry by the American Board of Psychiatry and Neurology and be in good standing with said Board.
- 5.4 Psychiatrists performing Work under this Master Agreement must possess and maintain in good operating order a cellular telephone on which they can be reached directly 24 hours a day. The telephone numbers must be provided to County Project Director and County Project Manager upon execution of the Master Agreement.
- 5.5 Psychiatrists performing Work under this Master Agreement must be able to effectively communicate in English, both orally and in writing.

6.0 CONTRACTOR'S OFFICE

Contractor must maintain an office in which Contractor conducts business and where Services will be provided within Los Angeles County or immediately adjoining counties with a telephone in Contractor's name. Contractor must provide an answering service to receive and forward calls to Contractor whenever Contractor's office is closed. Contractor must make a reasonable attempt to answer calls placed to Contractor's cellular phone and/or after-hours answering services within two hours of receipt of the call from a Client, and no more than a 24-hour period.

7.0 HOURS AND DAYS OF SERVICE

Contractor's work days and hours will vary depending on the needs of the Department and the Clients. Any change in availability must be communicated to County Project Director and County Project Manager in writing, at least one week prior to the change going into effect.

8.0 MATERIALS AND EQUIPMENT

- 8.1 Contractor must utilize Counseling Information Form supplied by County Project Director. A copy of this form must be submitted to County Project Manager within one week of the initial comprehensive psychiatric evaluation.
- 8.2 Contractor is solely responsible for the cost of purchasing all materials and equipment required to provide Services.
- 8.3 Contractor must use materials and equipment that are safe for the environment.

9.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

9.1 As-Needed Meetings

During the term of the Master Agreement, Contractor Project Manager will be available to meet and confer with County Project Director or County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Director or County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

10.0 CONTRACT DISCREPANCY

10.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

10.2 Contract Discrepancy Report (CDR)

County Project Manager will determine whether Exhibit I (Contract Discrepancy Report (CDR)) of the Master Agreement, will be issued. Upon receipt of the CDR, Contractor must respond in writing to County Project Director within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Director within ten Business Days of receipt of the CDR.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO	
COUNTY PROJECT DIRECTOR:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
COUNTY PROJECT MANAGER:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
COUNTY CONTRACT COMPLIANCE MANAGE	R:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	<u></u>
COUNTY ACCOUNTS PAYABLE REPRESENTA	ATIVE:
Name:	
Title:	
Address:	
———————————————————————————————	
Telephone:	
Facsimile:	
E-Mail Address:	
County of Los Angolos	Dayahalagiaal and/or Dayahiatria Canjigas

County of Los Angeles Sheriff's Department Psychological and/or Psychiatric Services Exhibit A – County's Administration Model Master Agreement

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME				
MASTER AGREEMENT NO				
CONTRACTOR PROJECT MANAGER: Name: Title:				
Address:	_			
Telephone: Facsimile:				
E-Mail Address:				
CONTRACTOR'S AUTHORIZED OFFICIAL(S) Name:				
Title:	_			
Address:	_			
Telephone:	_			
Facsimile:				
E-Mail Address:				
Name:				
Title:				
Address:	_			
Telephone:				
Facsimile:				
E-Mail Address:				
Notices to Contractor shall be sent to the following address:				
Name:				
Title:				
Address:	_			
Telephone:	_			
Facsimile:				
E-Mail Address:				

County of Los Angeles Sheriff's Department



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1) Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.
1.877:222.9723
BabySafeLA.org





FROM SURRENDER TO ADOPTION: **ONE BABY'S STORY**

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and oving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

1.877.222.9723 or BabySafeLA.org



RATE OF COMPENSATION

Contractor will be paid for Work performed at the Sessions Rates listed below. The Session Rates will remain firm and fixed for the term of the Master Agreement, unless a Cost of Living is granted as specified in subparagraph 5.7 (Cost of Living Adjustments (COLA)) and subparagraph 8.1 (Change Orders and Amendments) of the Master Agreement. Contractor will invoice County monthly in accordance with subparagraph 5.6 (Invoices and Payments) of the Master Agreement.

PSYCHOLOGICAL SESSION RATE:

Psychological Counseling (45-50 minute sessions) \$180 per session

PSYCHIATRIC SESSION RATES:

Psychiatric Evaluation, Comprehensive \$450 per session Medication Re-Evaluation (25-30 minute sessions) \$165 per session Medication Re-Evaluation (10-15 minute sessions) \$115 per session

Note: Contractor will not invoice for cancelled and/or no-show appointments.

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I,, on behalf of,
I,, on behalf of, (the "Contractor"), certify that on County Master Agreement Number 713 for Psychological and/or Psychiatric Services:
All Contractor Personnel* on this Master Agreement are fully vaccinated as required by the Ordinance.
Most Contractor Personnel* on this Master Agreement are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Master Agreement, unless the contracting County department requires otherwise. The Contractor Personnel who have bee granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:
*Contractor Personnel includes subcontractors.
I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.
Signature
Title
Company/Contractor Name

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES MASTER AGREEMENT

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME
County Master Agreement No
I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by State and Federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below.
<u>EMPLOYEES</u>
1.
2.
3.
4.
I declare under penalty of perjury that the foregoing is true and correct.
Signature of Authorized Official
Printed Name of Authorized Official
Title of Authorized Official
Date

PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

recei	ves th	nis exec	uted document.)
			CONTRACTOR NAME
_			
Cour	nty M	aster A	greement No
Los	Ange	les Co	unty Code Section 2.180.010.A provides as follows:
"Cei	tain	contra	cts prohibited.
A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject a proposal submitted by, the persons or entities specified below, unless the Board of Supervisors fi special circumstances exist which justify the approval of such contract:			ubmitted by, the persons or entities specified below, unless the Board of Supervisors finds that
	1.	Empl body;	oyees of the County or of public agencies for which the Board of Supervisors is the governing
	2.		-making firms or businesses in which employees described in subdivision 1 of subsection A as officers, principals, partners, or major shareholders;
	3.		ons who, within the immediately preceding 12 months, came within the provisions of vision 1 of subsection A, and who:
			Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
		b.	Participated in any way in developing the contract or its service specifications; and
	4.		-making firms or businesses in which the former employees, described in subdivision 3 of ection A, serve as officers, principals, partners, or major shareholders."
Cont	racto	r's beh	by declares and certifies that no Contractor Personnel, nor any other person acting on alf, who prepared and/or participated in the preparation of the bid or proposal submitted cified above, is within the purview of County Code Section 2.180.010.A, above.
l dec	lare ı	under p	enalty of perjury that the foregoing is true and correct.
Sign	ature	of Auth	norized Official
Print	ed N	ame of	Authorized Official
Title	of Au	ıthorize	d Official

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and this executed document.)	I returned to County before Work begins. Work cannot begin until County receives
Contractor Name	Employee Name
County Master Agreement No	
GENERAL INFORMATION:	
	nto a Master Agreement with the County of Los Angeles to provide certain services to re on this Contractor Employee Acknowledgement and Confidentiality Agreement.
EMPLOYEE ACKNOWLEDGEMENT:	
Agreement. I understand and agree that I must	eferenced above is my sole employer for purposes of the above-referenced Master rely exclusively upon my employer for payment of salary and any and all other benefits performance of work under the above-referenced Master Agreement.
and will not acquire any rights or benefits of an above-referenced Master Agreement. I understand	byee of the County of Los Angeles for any purpose whatsoever and that I do not have y kind from the County of Los Angeles by virtue of my performance of work under the stand and agree that I do not have and will not acquire any rights or benefits from the nent between any person or entity and the County of Los Angeles.
my continued performance of work under the all of the County, any and all such investigations.	to undergo a background and security investigation(s). I understand and agree that bove-referenced Master Agreement is contingent upon my passing, to the satisfaction I understand and agree that my failure to pass, to the satisfaction of the County, any release from performance under this and/or any future Master Agreement.
CONFIDENTIALITY AGREEMENT:	
data and information pertaining to persons and proprietary information supplied by other vendo to protect all such confidential data and informat welfare recipient records. I understand that if confidentiality of such data and information. Co	bees provided by the County of Los Angeles and, if so, I may have access to confidential for entities receiving services from the County. In addition, I may also have access to be doing business with the County of Los Angeles. The County has a legal obligation tion in its possession, especially data and information concerning health, criminal, and f I am involved in County work, the County must ensure that I, too, will protect the possequently, I understand that I must sign this agreement as a condition of my work to have read this agreement and have taken due time to consider it prior to signing.
	authorized person any data or information obtained while performing work pursuant to een my employer and the County of Los Angeles. I agree to forward all requests for by me to my immediate supervisor.
entities receiving services from the County, de information and all other original materials produ I agree to protect these confidential materials a	and welfare recipient records and all data and information pertaining to persons and/or sign concepts, algorithms, programs, formats, documentation, Contractor proprietary uced, created, or provided to or by me under the above-referenced Master Agreement. against disclosure to other than my employer or County employees who have a need rietary information supplied by other County Vendors is provided to me during this fidential.
	ny and all violations of this agreement by myself and/or by any other person of whom I al materials to my immediate supervisor upon completion of this Master Agreement or er, whichever occurs first.
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

this executed docume	on is to be executed and returned to ent.)	County before Work begins. Wor	rk cannot begin ເ	until County receives
Contractor Name		Non-Employee Name		
County Master Agreer	ment No			
GENERAL INFORM	MATION:			
	nced above has entered into a Maste nty requires your signature on this Cor			
NON-EMPLOYEE A	ACKNOWLEDGEMENT:			
Agreement. I understa	ee that the Contractor referenced ab and and agree that I must rely exclusi a payable to me or on my behalf by	vely upon the Contractor reference	d above for payr	nent of salary and any
and will not acquire an above-referenced Mas	ee that I am not an employee of the C ny rights or benefits of any kind from t ster Agreement. I understand and ag s pursuant to any agreement betweer	the County of Los Angeles by virtue gree that I do not have and will not	e of my performa acquire any righ	nce of work under the ts or benefits from the
my continued perform of the County, any and	ee that I may be required to undergo lance of work under the above-referer d all such investigations. I understan all result in my immediate release fron	nced Master Agreement is continged and agree that my failure to pass	ent upon my pass s, to the satisfact	sing, to the satisfaction ion of the County, any
CONFIDENTIALITY	<u> AGREEMENT</u> :			
data and information proprietary information to protect all such conwelfare recipient recoconfidentiality of such	n work pertaining to services provided pertaining to persons and/or entities ron supplied by other vendors doing bus fidential data and information in its poords. I understand that if I am involved and information. Consequently, pove-referenced Contractor for the Contractor for	eceiving services from the County. siness with the County of Los Ange ssession, especially data and inforr red in County work, the County m I understand that I must sign this a	In addition, I ma eles. The County mation concernin nust ensure that agreement as a c	y also have access to has a legal obligation g health, criminal, and I, too, will protect the condition of my work to
to the above-reference	will not divulge to any unauthorized posed Master Agreement between the action or the release of any data or information.	above-referenced Contractor and t	the County of Lo	s Angeles. I agree to
entities receiving serv information, and all oth I agree to protect thes	ential all health, criminal, and welfare rices from the County, design concepter original materials produced, create e confidential materials against disclonow the information. I agree that if promation confidential.	its, algorithms, programs, formats, ed, or provided to or by me under the sure to other than the above-refere	documentation, e above-referencenced Contractor	Contractor proprietary ed Master Agreement. or County employees
whom I become aware	e above-referenced Contractor any ar e. I agree to return all confidential ma tion of my services hereunder, which	terials to the above-referenced Cor		
SIGNATURE:		DATE	E://	
PRINTED NAME:				
POSITION:				

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT PSYCHOLOGICAL SERVICES

INVOICE DETAIL (For PSB Use Only)

Contractor:	To: Psychological Services Bureau Hall of Justice 211 West Temple Street Los Angeles, California 90012 Telephone: (213) 738-3500 Fax: (213) 637-8663
Master Agreement #	Encumbrance #(Completed by PSB)
Invoice Date	Invoice #

Client Sessions

Client Name	Client ID # (1,2,3,4, etc.)	Work Status (Emp or S/O)	Type of Session (I, C, or F)	Session Date	Attend (S, CN, or NS)	Topic(s)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT PSYCHIATRIC SERVICES

INVOICE DETAIL (For PSB Use Only)

Contractor:	To: Psychological Services Bureau Hall of Justice 211 West Temple Street Los Angeles, California 90012 Telephone: (213) 738-3500 Fax: (213) 637-8663
Master Agreement #	Encumbrance #(Completed by PSB)
Invoice Date	Invoice #

Client Sessions

Client Name	Client ID #	Work	Type of	Session		Topic(s)
	(1,2,3,4, etc.)	Status (Emp or S/O)	Session (Initial,	Date	(S, CN, or NS)	
			30 min F/U,			
			15 min F/U)			
						_

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT PSYCHOLOGICAL AND/OR PSYCHIATRIC SERVICES

	INVOICE	<u> </u>				
Contractor:	 	Hall of Justic 211 West Te Los Angeles,	mple Street , California 90012 213) 738-3500			
Master Agreement #	Encumbrance #(Completed by PSB)					
Invoice Date		oice#				
Please pay to:						
Client Sessions						
Client ID#	Session Date	Session	Session Rate			
(1,2,3,4, etc.)		Length				
Total Amount Due \$						
Contractor Signature	_					
County Project Director, or Design	nee Signature					

INVOICE DISCREPANCY REPORT

1. INVOICE DISCREPANCY to be completed by County Project Manager	
Today's Date:	
Contractor:	Master Agreement No:
Phone Number:	
Date of Subject Invoice:	
Description of Issues with Subject Invoice:	
Signed:	Date:
County Project Manager	
2. REVIEWED:	
Signed: County Project Director	Date:
Sound Andrews	
3. CONTRACTOR RESPONSE (to be completed by Contractor Project Ma	nager)
Date received from County Project Manager:	
Explanation regarding Issues with Subject Invoice:	
Corrective Action Taken:	
Signed:	Date:
Contractor Project Manager	
4 COUNTY FIVE MATION (CO. 1) LA F. LA F.	
4. COUNTY EVALUATION of Contractor's Response and Action taken.	
5. Approved by COUNTY:	
	Date:
	Date:
6. Contractor Notified on	Date:

INSTRUCTIONS

Sheriff's Department

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit

County of Los Angeles

CONTRACT DISCREPANCY REPORT

TO:		
		<u></u>
MASTER A	AGREEMENT NO:	<u> </u>
DATES:	Prepared by County:	
	Received by Contractor:	
	Returned by Contractor:	
	Action Completed:	
DISCREPA	ANCY PROBLEMS:	
Signature o	of County Project Manager	Date
CONTRAC	TOR RESPONSE (Cause and Corrective Action):	
Signature o	of Contractor Project Manager	 Date
COUNTY F	EVALUATION OF CONTRACTOR RESPONSE:	
0001111 2	.VALGATION G. CONTINACTOR REGISTROES.	
	<u> </u>	
Signature o	of County Project Director	Date
COUNTY A	ACTIONS:	
CONTRAC	TOR NOTIFIED OF ACTION:	
	ject Director Signature and Date	
-	Project Manager Signature and Date	

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of healthrelated information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information

- and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent

- available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. <u>ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH</u> INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its

employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
 - (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business

- Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to

- Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not

be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> <u>TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form.

- Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records,

agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

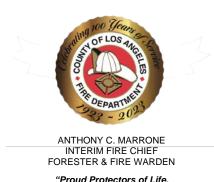
20. <u>MISCELLANEOUS PROVISIONS</u>

20.1 <u>Disclaimer.</u> Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 <u>HIPAA Requirements.</u> The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 <u>Construction.</u> In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Com	pany Name
Addre	ess
Interr	nal Revenue Service Employer Identification Number
Califo	ornia Registry of Charitable Trusts "CT" number (if applicable)
Supe	Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's rvision of Trustees and Fundraisers for Charitable Purposes Act which regulates those ving and raising charitable contributions.
Chec	k the Certification below that is applicable to your company.
	Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the Term of a County Master Agreement, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.
	OR
	Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.
Signa	ature Date
Name	e and Title of Signer (please print)



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov



BOARD OF SUPERVISORS

JANICE HAHN, CHAIR FOURTH DISTRICT

HILDA L. SOLIS FIRST DISTRICT HOLLY J. MITCHELL SECOND DISTRICT

LINDSEY P. HORVATH THIRD DISTRICT KATHRYN BARGER FIFTH DISTRICT

March 21, 2023

the Environment, and Property"

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF A CONTRACT WITH HCI ENVIRONMENTAL & ENGINEERING SERVICE FOR AS-NEEDED HAZARDOUS MATERIALS CLEANUP SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a service contract with HCI Environmental & Engineering Service (HCI), to provide hazardous materials cleanup services to the District's Health Hazardous Materials Division (HHMD) on an as-needed and intermittent basis.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- 1. Approve and instruct the Interim Fire Chief, or his designee to sign the attached contract (Attachment A), which has been approved as to form by County Counsel, between the District and HCl, to provide as-needed hazardous materials cleanup services. The initial term of the contract will be for three years, with two one-year extension options, for a maximum contract term of five years. This contract shall be effective July 1, 2023.
- Authorize the maximum contract sum of \$500,000, including the initial contract term of three years, and two one-year extension options, in an amount not to exceed \$100,000 per year.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

The Honorable Board of Supervisors March 21, 2023 Page 2

- 3. Delegate authority to the Interim Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendation two above, respectively, and in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$100,000 annual budget and with County Counsel approval as to form.
- 4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The recommended actions will enable the District's HHMD to promptly obtain as-needed emergency response hazardous materials cleanup services to protect public health and the environment. The services will ensure that hazardous waste spills/releases are properly cleaned, containerized, removed and transported to an approved treatment, storage or disposal facility.

As a component of the District's HHMD duties, staff responds to spills or releases of hazardous materials to provide technical support and to direct and oversee cleanup or remediation efforts. HHMD staff will utilize the contracted services when a qualified responsible party cannot be located, is unwilling or unable to pay for cleanup or remediation, alternative State/Federal funds are unavailable or following a major disaster involving spills or releases of hazardous materials.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. II, Strategy II.2: Support Wellness of our Communities by strengthening the County's capacity to effectively prevent, prepare for and respond to emergent environmental and natural hazards.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The maximum Contract expenditure for these services is \$100,000 per year. Sufficient funding is available in the District's Fiscal Year 2023-24 Recommended Budget. The District will continue to allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

The Honorable Board of Supervisors March 21, 2023 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Public Contract Code Section 20812, and California Health and Safety Code 13861.

The Living Wage Ordinance provisions do not apply to this contract, as it is not a Proposition A contract and the services are on an as-needed and intermittent basis.

The selected vendor complies with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract. The attached contract provides that the District has no obligation to pay for expenditures incurred by the selected vendor beyond the contract's pricing. The selected vendor is not guaranteed a minimum amount of work, as the services are provided on an as-needed and intermittent basis. Additionally, the selected vendor will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed this contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been signed by HCI and County Counsel. On final analysis and consideration of the award, the vendor was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided will not have a significant effect on the environment; and therefore, these services are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On September 29, 2022, the District issued a Request for Proposals (RFP) solicitation seeking highly qualified vendors to provide as-needed hazardous materials cleanup services. In addition to posting the announcement on the County's WebVen portal, the District advertised the solicitation in the Los Angeles Times. On November 3, 2022, the District received one proposal from HCI. The proposal was forwarded to an evaluation committee for review and scoring. The evaluation committee was comprised of subject matter experts from the District's HHMD. The committee's evaluation was based on criteria set forth in the RFP, which included price, qualifications, experience, references, approach, and quality control.

Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that HCI possessed the qualifications, experience and knowledge to provide quality hazardous materials cleanup services to the District.

The Honorable Board of Supervisors March 21, 2023 Page 4

The District has reviewed the Contractor Alert Reporting Database to assess HCl's past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints against the selected vendor that would prevent HCl from contracting with the District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enhance the District's ability to protect public health and the environment from spills or releases of hazardous materials.

Furthermore, the recommended actions will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:jc

c: Chief Executive Officer Executive Officer, Board of Supervisors County Counsel

CONTRACT



BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

HCI ENVIRONMENTAL & ENGINEERING SERVICE

FOR

AS-NEEDED HAZARDOUS MATERIALS CLEANUP SERVICES

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STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Covid-19 Vaccination Certification of Compliance
- F1 Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

CONTRACT BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

HCI ENVIRONMENTAL & ENGINEERING SERVICE FOR

AS-NEEDED HAZARDOUS MATERIALS CLEANUP SERVICES

This Contract and Exhibits made and entered into this 1st day of July 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and HCI Environmental & Engineering Service, hereinafter referred to as "Contractor." Contractor is located at 1680 Commerce Street, Corona, CA 92880.

RECITALS

WHEREAS, the District may contract with private businesses for As-Needed Hazardous Materials Cleanup Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Hazardous Materials Cleanup Services; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for As-Needed Hazardous Materials Cleanup Services; and

WHEREAS, the District is authorized by Health and Safety Code Section 13861 and Public Contract Code Section 20812 to contract for special services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, F1, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A - Statement of Work and Attachments

Exhibit B - Pricing Sheet

Exhibit C - Intentionally Omitted

Exhibit D - District's Administration

Exhibit E - Contractor's Administration

Exhibit F - Covid-19 Vaccination Certification of Compliance

Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement

Exhibit G - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **2.1** Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 <u>Contract</u>: This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

- **2.3** Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- **2.4** <u>Contractor Project Manager</u>: The person designated by the Contractor to administer the Contract operations under this Contract.
- **2.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- **2.6 Day(s):** Calendar day(s) unless otherwise specified.
- **2.7** <u>District</u>: The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- **2.8** <u>District Project Director</u>: Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- **2.9** <u>District Project Manager</u>: Person designated by District's Project Director to manage the operations under this Contract.
- **2.10** Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.11** Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

3 WORK

- **3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.

4 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by the County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years, pursuant to the same terms and conditions. Each such extension option may be

- exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D District's Administration.

5 MAXIMUM CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for As-Needed Hazardous Materials Cleanup Services shall not exceed, in aggregate \$100,000 per year.
 - 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.
 - This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.
 - 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D, District's Administration.

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables,

- goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit their invoices to the District Project Manager as the services are completed. The invoices shall be submitted timely for payment processing.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
 - Fernando Florez, District Project Manager Email: Fernando.Florez@fire.lacounty.gov

Mario Tresierras, District Project Director Email: <u>Mario.Tresierras@fire.lacounty.gov</u>

for review and approval of all invoices; and

2. <u>Fire-InvoiceSubmission@fire.lacounty.gov</u> for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
 i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Attach equipment rental, laboratory, and/or disposal fee receipts.
- Copy of subcontractor or sublet invoice, if applicable.
- Labor, materials, equipment, laboratory and disposal fees must be listed as a separate line item on each invoice.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to

such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.7 Travel/Portal-to-Portal

All travel related costs, including but not limited to portal-to-portal costs, are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

6 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit D - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the District in writing of any

change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with the District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

- 7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The District's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.5 The contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the

- investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national

origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</u>

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time

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employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- 8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
- 8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or

ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors openings with job report all job requirements must GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the District will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will be provided an opportunity to

- object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years: 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/,

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 District's Quality Assurance Plan

The District or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will

include improvement/corrective action measures taken by the District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

- 8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the District and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to District

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.
- 8.24.2.4 Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

8.24.2.6 Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify District of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must provide District with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the District to pay any portion of any contractor deductible or SIR. The District retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis. any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 **District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- **8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Pollution Liability Insurance

Pollution (Environmental) Liability insurance that provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor, with limits of not less than \$1 million per claim and \$2 million aggregate.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the District, will be forwarded to the contractor by the Fire Chief, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Fire Chief, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner,

restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the District.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the District each of the following:

- 8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- **8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the antidiscrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (District's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seg. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The contractor must develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District will not unreasonably withhold written consent.
- **8.37.2** The contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this

Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the

contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance written approval of the District. Any attempt by the contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- **8.40.2** If the contractor desires to subcontract, the contractor shall provide the following information promptly at the District's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor:
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the District.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the District's approval of the contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right.

- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County Materials Management Division / Contracts Section 5801 S. Eastern Avenue, Suite 100 Commerce, California 90040-4001

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- **8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the contractor must:

- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- **8.43.1** The District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- **8.43.5** The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- The Contractor must immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or http://fraud.lacounty.gov/.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- **8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- **8.45.2** The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- **8.50.2** For breach of this warranty, the District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with <u>Los Angeles County Code</u> Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of <u>Section 14000</u>.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding

of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

Proposer. or а Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 COVID-19 Vaccinations of County Contractor Personnel

- 8.60.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

- 8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - 8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - 8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

- 9.1.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - 9.1.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 9.1.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
 - 9.1.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system The WebVen contains Contractor's business profile (hereafter "WebVen"). and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's accessing WebVen located operations bγ the site on-line http://camisvr.co.la.ca.us/webven County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

- 9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.
- 9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:
 - 9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
 - 9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
 - 9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee the shall or agent of parties modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

- 9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts

- with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

9.7.1 Completion of Contract

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

	В:	y	Interim Fire Chief				
By Hunter Consulting Inc. of Contractor Signed:	lba HCI En	<u>vir</u> onme	ental 8	Engine	ering S	ervice	
Printed: Gregory J Parker							
Title: CEO	mannial first say the case in the case.		•				
APPROVED AS TO FORM:							
DAWYN R. HARRISON Interim County Counsel							
Ву							

Senior Deputy County Counsel

RICARDO D. GARCÍA Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR LOS ANGELES, CA 90012 (213) 974-2801/Fax (213) 625-5031 http://pubdef.lacounty.gov



Justine M. Esack Chief Deputy

Ruben Marquez Chief of Staff

March 21, 2023

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

AUTHORITY FOR THE PUBLIC DEFENDER TO ACCEPT AN INCREASED GRANT AWARD FROM THE LOS ANGELES CITY ATTORNEY'S OFFICE TO COORDINATE LEGAL SUPPORT FOR LA DOOR PROGRAM PARTICIPANTS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles City Attorney's Office awarded \$166,764 in grant funding, as approved by your Board on December 17, 2019, to the Los Angeles County Public Defender (Public Defender) to coordinate legal support for the Diversion, Outreach, and Opportunities for Recovery (LA DOOR) Program. The Los Angeles City Attorney's Office (LACAO) intends to allocate an additional \$7,862 in grant funding to Public Defender for said program. Therefore, Public Defender is requesting approval to accept additional grant funding and execute all required grant award documents.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Public Defender, or his designee, to execute an amendment to accept additional grant funds in the amount of \$7,862 to fund the salary and employee benefits of one Intermediate Typist-Clerk dedicated to the LA DOOR program and increase the grant amount from \$166,764 to \$174,626 for Cohort 2.
- Authorize the Public Defender, or his designee, to accept additional grant funding from the Los Angeles City Attorney's Office for the LA DOOR Program and to extend and execute all required grant award documents, including but not limited to, applications, agreements,

The Honorable Board of Supervisors March 21, 2023 Page 2

amendments, extensions, and payment requests, subject to review and approval by County Counsel and availability of funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2014, California voters passed Proposition 47, which recategorized some nonviolent offenses as misdemeanors, rather than felonies, as they had previously been categorized. Under the new law, Public Defender has been conducting expungement community events for clients by assisting with the completion of expungement forms.

In 2015, the LACAO launched the LA DOOR program, which is a comprehensive, health-focused, preventative approach to proactively address addiction, mental illness, and homelessness through mobile social services, pre-booking diversion, and removal of legal barriers. According to the LACAO's program data, 90% of LA DOOR participants are persons experiencing homelessness.

In 2017, LA DOOR expanded its program model to South Los Angeles and served over 450 participants in its first 15 months of operation. Of the 450 participants, over 280 completed at least two (2) months of social service engagement, with over 160 accessing substance use disorder services, 80 accessing mental health care, and 64 accessing physical health support. Over 100 received housing support and 33 received legal support. In 2019, the State of California Board of State and Community Corrections (BSCC) awarded the LACAO \$6 million in grant funds under the Proposition 47 Safe Neighborhoods and Schools Grant Program (Prop 47) to expand its transformative LA DOOR model to reach areas in Central and Downtown Los Angeles most in need of robust Prop 47 services from August 15, 2019, through May 15, 2023 ("Cohort 2").

The LA DOOR expansion provided the following services to participants: 1) peer-led mobile social services consistently delivered to five (5) hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness; 2) expansion of prebooking diversion of Prop 47 drug arrests to include Central, Rampart, and Newton Los Angeles Police Department divisions where drug possession arrest numbers are highest; and 3) proactive removal of legal barriers through collaborative LACAO and Public Defender partnerships.

Both the LACAO and Public Defender recognized that program operations greatly benefit from additional personnel support within Public Defender's Homeless Mobile Unit, therefore, the LACAO allocated \$166,764 of its grant funds in 2019 to support an Intermediate Typist-Clerk (ITC) position, within the Public Defender, to coordinate legal support for LA DOOR participants and enhance the ability of the LA DOOR Program to remove participants' legal barriers.

In January 2023, LACAO identified additional unspent grant funding available and notified Public Defender that the BSCC approved their request to modify the LA DOOR budget and allocate an additional \$7,862 in grant funding to Public Defender to partially offset the salary and benefits of the ITC through Cohort 2.

The Honorable Board of Supervisors March 21, 2023 Page 3

Board approval of the recommended actions will enable the Public Defender to accept the additional grant award of \$7,862 for Cohort 2, which is in addition to the current grant allocation of \$166,764 approved by your Board in 2019. Furthermore, the recommended actions will provide future flexibility by authorizing the acceptance of LA DOOR grant awards for Cohort 3 and subsequent years, if applicable. It should be noted that the approval process for Cohort 3 is in progress. LACAO intends to award Public Defender \$255,165 in grant funding for Cohort 3, subject to Los Angeles City Council's acceptance of the BSCC grant funds. If approved, the grant award to Public Defender will be used to continue funding salary and employee benefits for one ITC through December 31, 2025.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability and is aligned with the Board's *Care First, Jails Last* and Alternatives to Incarceration priorities. The LA DOOR Program aims to proactively remove legal barriers and ensure necessary services are rendered to vulnerable populations.

FISCAL IMPACT/FINANCING

There is no net county cost associated with the recommended actions. The additional grant award provided by the LACAO to Public Defender for the LA DOOR Program will be used to fund the salary and employee benefits for one ITC. The in-kind match requirement of \$162,441 is provided through existing Public Defender personnel budget.

The additional grant funds allocated for the ITC was calculated using projected salaries and benefits for the extended funding period. Grant funding is issued by BSCC to LACAO on a reimbursement basis through invoices submitted by LACAO to BSCC. LACAO receives funds from BSCC and issues the reimbursement to Public Defender.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current grant agreement funds the salary and benefits for one ITC from January 1, 2020, through December 31, 2022. The Amendment extends the period of the grant agreement from January 1, 2023, through May 15, 2023, to allow for additional time, as required, to complete grant close-out activities for Cohort 2. The Amendment, labeled as Attachment A, has been approved as to form by County Counsel.

The LA DOOR Program is aligned with legislative efforts to address overincarceration by providing a comprehensive, health-focused, preventative approach to addiction that proactively engages individuals at an elevated risk from returning to the LACAO on a new misdemeanor offense related to substance use, mental illness, or homelessness. The executed grant agreement, between LACAO and Public Defender, is enclosed as Attachment B.

The Honorable Board of Supervisors March 21, 2023 Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will advance the Board's *Care First, Jails Last* and Alternatives to Incarceration initiatives and programs.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA Public Defender

RDG:jt:sz

Enclosures

c: Executive Office, Board of Supervisors Chief Executive Officer County Counsel



FIRST AMENDMENT TO AGREEMENT NUMBER C-137289 BETWEEN THE CITY OF LOS ANGELES, BY AND THROUGH ITS OFFICE OF THE CITY ATTORNEY, AND THE COUNTY OF LOS ANGELES, BY AND THROUGH ITS OFFICE OF THE PUBLIC DEFENDER

THIS FIRST AMENDMENT to Contract Number C-137289 ("First Amendment" or "Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Office of the City Attorney ("City Attorney" or "LACA"), and the County of Los Angeles, acting by and through its Office of the Public Defender ("Public Defender" or "County"), collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the State of California Board of State and Community Corrections ("BSCC" or "Grantor") awarded the City Attorney's Office grant funds under the Proposition 47 Safe Neighborhoods and Schools Grant Program ("Prop 47") in the amount of \$6,000,000 ("Grant Funds") to fund the Los Angeles Diversion, Outreach, and Opportunities for Recovery ("LA DOOR") program for the grant performance period beginning August 15, 2019 through May 15, 2023 ("Cohort 2"), and such Grant Funds having been accepted by the Los Angeles City Council on November 8, 2019 (C.F. 17-0758-S1); and

WHEREAS, Public Defender and the City Attorney entered into Contract Number C-137289, agreeing that the Public Defender would be a sub-recipient of LA DOOR Cohort 2 Grant Funds in the amount of \$166,764 to support an Intermediate Typist Clerk position within the Public Defender's Office from January 1, 2020 through December 31, 2022; and

WHEREAS, Public Defender agreed to provide legal support to LA DOOR Cohort 2 participants through existing personnel resources totaling \$162,441 in value over the grant period, and the nature of these services to be recorded by Public Defender for grant reporting and evaluation purposes; and

WHEREAS, the City, through LACA, and the County, through the Public Defender, each desire to enter into this First Amendment for the purpose of amending and/or modifying the Contract to (a) increase the Funding Amount of this Agreement from \$166,764 to \$174,626.19; (b) change the end date of the service period for LA DOOR Cohort 2 from December 31, 2022, to February 15, 2023; and (c) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Amendment and as authorized under the Los Angeles Administrative Code, Section 14.8; and

WHEREAS, this First Amendment is necessary and proper to continue and/or complete certain activities authorized under this Agreement.

NOW, THEREFORE, the City and the County hereby covenant and agree that the Agreement be amended, effective January 1, 2023, as follows:

1. Amendment to Funding Amount for Personnel:

Section IV.B.a, Subsection (i) of the Agreement entitled "Public Defender Responsibilities – Personnel" is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"i. One Intermediate Typist Clerk at 100% full-time equivalency ("FTE") from January 1, 2020 through February 15, 2023, with personnel expenditures from Grant Funds not to exceed \$174,626.19 for this position during the grant period and such funds to be used exclusively for salaries and benefits."

2. Amendment to Grant Amount and Limitations:

Section V.B, Subsection (a) of the Agreement entitled "Grant Amount and Limitations" is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"a. In no event shall City Attorney be obligated to pay any amount in

excess of \$174,626.19 over the term of this Agreement, the amount mutually agreed upon by City Attorney and Public Defender in developing the Grant Application Budget Narrative and Budget Detail."

3. Continuation of Services Through February 15, 2023:

Contractor agrees to continue providing LA DOOR services, consistent with existing provisions under this Agreement, through the end of the Grant Services Period on February 15, 2023.

4. Quarterly Reports:

Contractor will continue submitting quarterly progress reports consistent with Section IV.C and Exhibit C, including for Quarter 14 (January 2023 to February 2023).

5. Amendments to Contacts:

Section IV.E.v of the Agreement, which lists the contact information for invoice submissions, is hereby amended to in its entirety to read:

"Mark Yim
Office of the Los Angeles City Attorney
200 N. Main St., 9th Floor
Los Angeles, CA 90012
213.978.1935
ladoor@lacity.org"

and

Section VIII.E of the Agreement entitled "Notices" is amended to replace Jamie Larson as the City Attorney addressee for notices with the following:

"Mark Yim Office of the Los Angeles City Attorney 200 N. Main St., 9th Floor Los Angeles, CA 90012"

6. All other Terms of This Agreement Remain in Effect:

Except as herein amended or modified, all terms and conditions of the Agreement (C-137289) shall remain unchanged and in full force and effect by way of this First Amendment.

7. Execution of this First Amendment:

This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This First Amendment includes three (3) pages excluding the signature page, which collectively constitute the entire understanding and agreement of the parties with respect to the matters set forth herein.

IN WITNESS HEREOF, the Parties have cauduly authorized agents as of this day of	
COUNTY OF LOS ANGELES	CITY OF LOS ANGELES
OFFICE OF THE PUBLIC DEFENDER	OFFICE OF THE CITY ATTORNEY
By	By
RICARDO GARCIA	Kathleen Kenealy
Public Defender	City Attorney Chief of Staff
APPROVED AS TO FORM:	APPROVED AS TO FORM:
DAWYN R. HARRISON	BY OFFICE OF THE CITY ATTORNEY
INTERIM COUNTY COUNSEL	HYDEE FELDSTEIN SOTO
By	By
JONATHAN C. MCCAVERTY	BARAK VAUGHN
Principal Deputy County Counsel	Deputy City Attorney

Internal Revenue Service ID Number:

95-6000927

Date of Approval: 12/03/2019
City Contract Number: C-137289



PROFESSIONAL SERVICES AGREEMENT

TITLE: FY YEAR 2020-2023 COHORT 2 LA DOOR PROGRAM – COUNTY OF LOS ANGELES – OFFICE OF THE PUBLIC DEFENDAR

		C-137289			
Said	Agreement is number		of	City	Contracts

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EXHIBIT LIST

- Exhibit A Grant Agreement between City Attorney and BSCC
- Exhibit B BSCC Grant Administration Guide
- Exhibit C Quarterly Progress Report Schedule
- Exhibit D Monthly Invoice Schedule
- Exhibit E Coverage Requirements and Insurance Compliance Instructions

AGREEMENT NO. C-137289

BETWEEN

THE CITY OF LOS ANGELES, BY AND THROUGH ITS

OFFICE OF THE CITY ATTORNEY

AND

THE COUNTY OF LOS ANGELES, BY AND THROUGH ITS

OFFICE OF THE PUBLIC DEFENDER

This Professional Services Agreement (Agreement) is entered into by and between the City of Los Angeles, acting by and through its Office of the City Attorney ("City Attorney" and/or "City") and the County of Los Angeles, Office of the Public Defender ("Public Defender" and/or "County"), collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the State of California Board of State and Community Corrections ("BSCC" or "Grantor") has awarded the City Attorney's Office grant funds under the Proposition 47 Safe Neighborhoods and Schools Grant Program ("Prop 47") in the amount of \$6,000,000 ("Grant Funds") to fund the Los Angeles Diversion, Outreach, and Opportunities for Recovery ("LA DOOR") program for the grant performance period beginning August 15, 2019 through May 15, 2023, and such Grant Funds having been accepted by the Los Angeles City Council on November 8, 2019 (C.F. 17-0758-S1); and

WHEREAS, the LA DOOR program is a comprehensive health-focused criminal justice intervention to proactively address addiction, mental illness, and homelessness through mobile social services, pre-booking diversion, and removal of legal barriers; and

WHEREAS, the LA DOOR model, which was developed through a joint planning effort involving multiple government, non-profit, law enforcement, and other partner agencies over the course of a year from October 2015 through October 2016, launched in South Los Angeles through a separate and distinct grant of Prop 47 funds awarded to City Attorney for a grant performance period from June 16, 2017 through August 15, 2021, and serving the geographic areas bounded by the Los Angeles Police Department's ("LAPD") Southwest, Southeast, and 77th Street Divisions; and

WHEREAS, new Grant Funds, which are the subject of this Agreement, will expand the LA DOOR model into Central Los Angeles, serving the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, with the expansion of the LA DOOR model to include a stronger focus on assisting program participants with removing legal barriers; and

WHEREAS, Public Defender has been a committed supporter of the LA DOOR model since its launch in South Los Angeles, has contributed advice and recommendations as a member of the LA DOOR Advisory Committee, has provided letters of support for LA DOOR's Prop 47 grant applications, and is the primary provider of legal services to LA DOOR participants; and

WHEREAS, City Attorney and Public Defender recognize that as LA DOOR program operations expand into Central Los Angeles, program operations will benefit from additional personnel in Public Defender's Office to facilitate efficient access to legal support for program participants in both South and Central LA DOOR operations; and

WHEREAS, Public Defender, as a critical LA DOOR Program Partner tasked with supporting LA DOOR participants with removing legal barriers, is designated in City Attorney's grant award as a sub-recipient of Grant Funds in the amount of \$166,764 to support an Intermediate Typist Clerk position within the Public Defender's Office from January 1, 2020 through December 31, 2022; and

WHEREAS, Public Defender will provide legal support to LA DOOR participants through existing personnel resources totaling \$162,441 in value over the grant period, and the nature of these services to be recorded by Public Defender for grant reporting and evaluation purposes; and

WHEREAS, the project services which are the subject of this Agreement have been approved by the Los Angeles City Council and Grantor; and

WHEREAS, Public Defender and the City Attorney have mutually agreed that it is in the public interest to work together to ensure the success of the LA DOOR model for the benefit of individual participants and the communities in which they reside.

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants set forth herein, the Parties agree as follows:

I. PURPOSE

The purpose of Grant Funds is to replicate the City Attorney's successful and existing LA DOOR model launched in South LA in 2017 through a separate and distinct grant of Proposition 47 funds. The South LA iteration of LA DOOR provides services to participants in the geographic areas bounded by LAPD's Southwest, Southeast, and 77th Street divisions. Grant Funds subject to this Agreement will replicate the LA DOOR model in the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, and will enhance Public Defender support across both the South LA and Central LA program operations.

Grantor has agreed to fund the LA DOOR program based on City Attorney's Grant Application submitted to Grantor for funding on March 14, 2019. The Grant Application was jointly developed with several Program Partners including Public Defender. Specifically, City Attorney and Public Defender mutually agreed to the Budget Narrative and Budget Detail sections of the Grant Application (see Exhibit A), mutually agreed to the portion of Grant Funds allocated to Public Defender, and mutually agreed to the value of leveraged legal resources to be provided by Public Defender in support of LA

DOOR participants. Further, the City Attorney's application for Grant Funds includes a letter from the Public Defender supporting the City Attorney's application, specifying the leveraging of existing resources, and specifying the need of Grant Funds to support an existing position.

Therefore, because Grantor awarded Grant Funds to City Attorney based on its Grant Application, which was developed in reliance on representations made by Public Defender and other Program Partners, Public Defender now agrees to perform services under this Agreement in a manner consistent with Exhibit A, which is incorporated by reference herein.

Grantor or the City Attorney reserves the right to amend, revise, or update Exhibits and/or any grant administration guide or policy. City Attorney will advise Public Defender of any changes to these documents, policies, or procedures.

II. EXHIBITS AND INCORPORATION

The following exhibits are attached and incorporated herein:

- A. Exhibit A Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- B. Exhibit B BSCC Grant Administration Guide (http://www.bscc.ca.gov/s cppresources/)
- C. Exhibit C Quarterly Progress Report Schedule
- D. Exhibit D Monthly Invoice Schedule
- E. Exhibit E Coverage Requirements and Insurance Compliance Instructions

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon full execution by the City Attorney and the Public Defender and shall be through May 15, 2023, including any additional period of time as required to complete necessary grant close-out activities, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

To the extent that the Public Defender may have begun performance of the services before the date of execution at the City Attorney's request and due to immediate needs, the City Attorney hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

IV. PUBLIC DEFENDER RESPONSIBILITIES

A. Services to Remove Legal Barriers:

- a. Public Defender shall make the full breadth of its services available to LA DOOR participants, whether participants enter the LA DOOR program through services provided in South LA or Central LA. Public Defender agrees to actively pursue removal of legal barriers for all LA DOOR participants referred by LA DOOR case managers to Public Defender for legal services, with legal counsel and support including, but not limited to: resolving outstanding warrants, addressing unresolved obligations in ongoing cases, referrals to specialty courts as appropriate, pursuing opportunities for expungement or charge reduction, referrals and coordination with the Alternate Public Defender as appropriate.
- b. Public Defender understands that LA DOOR participants are frequently homeless, and struggle with varying acuity of substance use, mental illness, medical conditions, low educational attainment, poor hygiene, and other conditions that make consistent follow up with personal appointments difficult. Therefore, Public Defender agrees to work closely and collaboratively with LA DOOR Program Partners to facilitate processes that support LA DOOR participants with engagement and retention in Public Defender legal services including assisting LA DOOR staff with coordinating court dates, preparing for court dates, and keeping participants apprised of their legal processes.
 - i. "Program Partners" share responsibility for implementing the LA DOOR program. Program Partners include: 1) the City Attorney, the Lead Agency and Administrator of Grant Funds, tasked with implementation of the LA DOOR model, including ensuring that grant operations comply with Grantor expectations, are delivered with fidelity to Exhibit A, and are fiscally sound; 2) SSG Project 180, a non-profit City Attorney subcontractor providing multidisciplinary mobile outreach services and long-term co-occurring disorder services for program participants; 3) West Angeles Community Development Corporation, a non-profit City Attorney subcontractor providing transitional housing and additional case management support for LA DOOR participants; 4) RAND, a non-profit City Attorney subcontractor providing data collection and program evaluation services for the LA DOOR model.
- c. A consistent representative from Public Defender will attend all LA DOOR Advisory Committee Meetings scheduled by the City Attorney. The Public Defender representative shall report to Committee members on Public Defender progress in removing legal barriers for LA DOOR participants.

B. Personnel:

- a. The Public Defender will provide the following personnel as identified in, and consistent with, the Grant Application and Budget in Exhibit A, with personnel expenditures consistent with Exhibit A:
 - One Intermediate Typist Clerk at 100% full-time equivalency ("FTE") from January 1, 2020 through December 31, 2022, with personnel expenditures from Grant Funds not to exceed \$166,764.00 for this position during the grant period and such funds to be used exclusively for salaries and benefits.
 - ii. Sufficient personnel to carry out performance under this Agreement consistent with "PUBLIC DEFENDER RESPONSIBILITIES, Section A" above, with such personnel salary, benefits, and related indirect costs reaching a total value of \$162,441 in leveraged resources benefitting LA DOOR participants over the Grant Period.
 - 1. Per Grantor, "leveraged resources" include staff positions, services, supplies, equipment, or other assets needed for the project's success and are made available to the project, but are not funded through Grant Funds.

C. Project Records:

- a. Quarterly Progress Reports: The Public Defender will submit quarterly progress reports to the City Attorney in a format prescribed by Grantor and distributed to Public Defender by the City Attorney. These reports provide quantitative and qualitative information on progress made on removing legal barriers for program participants. Reports shall be submitted according to the schedule attached as Exhibit C and incorporated herein.
- b. Official File: The Public Defender shall establish an official file for all grant activities pertaining to the Agreement as required by the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.
- c. Record Availability: All Public Defender records relevant to the LA DOOR program must be preserved a minimum of three (3) years after the closeout of grant activities. Beginning with the ratification of this Agreement, and continuing until three years after the closeout of grant activities, all records relevant to the LA DOOR program shall be subject at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the state Controller's Office, Grantor, the City Attorney or their designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be

- retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.
- d. On-Site Inspection: The Public Defender shall provide suitable on-site facilities for access, monitoring, inspection, and copying of financial books and records related to this agreement as needed during the course of any record review described in section "c" immediately above.
- e. Attorney Client Privilege: The City Attorney shall not seek to inspect any records maintained by the Public Defender's Office that contain information protected by attorney-client privilege, provided that Public Defender establishes appropriate avenues for City Attorney to audit and confirm fiscal, programmatic, and operational performance under this Agreement, consistent with Grantor and State Controller expectations.

D. Confidentiality of Information:

- a. Information, documents, records, software programs, databases, and data furnished to the Public Defender by the City Attorney or any Program Partner and any other documents to which the Public Defender may access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Public Defender may not disclose Confidential Information in any manner without the prior written consent of the City Attorney.
- b. The Public Defender shall participate in the collection of data throughout the term of this Agreement. Data collection shall be related to the type of legal services provided to LA DOOR participants and the outcome of those services. Public Defender is responsible for ensuring that data is captured accurately and consistently. Public Defender understands that data collection is required by Grantor and is critical to evaluating whether LA DOOR is achieving its stated goal of assisting participants with removing legal barriers. Public Defender is committed to working collaboratively with City Attorney and Program Partners to ensure Public Defender data is captured appropriately for grant reporting purposes.
- c. Public Defender must keep LA DOOR participant data safe and secure in a manner consistent with public defense counsel privacy standards for protecting confidential client information.

E. Budget Detail and Payment Provisions:

a. Invoicing:

- i. Invoice Scheduling: The City Attorney is required to submit monthly invoices to Grantor for reimbursement for performance of grant activities. City Attorney invoices combine all expenditures of Grant Funds and all leveraged fund resources across all Program Partners for the invoice month. While leveraged resources are not billed to Grant Funds, a dollar value accounting of leveraged resources is included in monthly invoices for all Program Partners, including Public Defender. To allow sufficient time for City Attorney to review and incorporate Public Defender grant expenditures and leveraged resources into its combined monthly invoices to Grantor, City Attorney requires Public Defender to submit its monthly invoices to City Attorney according to the schedule in Exhibit D, attached and incorporated herein.
- ii. Preparing Invoices: For consistency across all Program Partners, Public Defender invoices must be prepared according to the City Attorney's grant invoicing format in accordance with City Attorney invoicing policies and procedures, which will be distributed to Public Defender and may be updated from time to time.
- iii. Separation of South LA and Central LA Invoicing: Because South LA program operations are funded through a separate grant, South LA and Central LA invoices must be separated. South LA invoices will only include an accounting of leveraged Public Defender resources extended to South LA program participants. Central LA invoices will include expenses billed against Grant Funds for the Intermediate Typist Clerk position for which the Public Defender will be reimbursed, as well as an accounting of leveraged Public Defender resources extended to Central LA program participants.
- iv. Timely Submission: The Public Defender is required to submit timely invoices to the City Attorney for all grant reporting periods, even if grant funds are not expended or leveraged funds are not contributed during the reporting period.
- v. Invoices shall be submitted to:

Kyle Kirkpatrick
LA DOOR Senior Program Administrator
Office of the Los Angeles City Attorney
200 N Main Street, Room 966
Los Angeles, CA 90012
Phone: 213-978-3928

Email: Kyle.Kirkpatrick@lacity.org

- vi. City Attorney will notify Public Defender in writing if reimbursement requests are inaccurate or incomplete. Inaccurate or incomplete reimbursement requests will be returned to Public Defender for revision and shall be accepted by the City Attorney only when such forms are accurate and complete.
- vii. All invoices submitted to City Attorney must be signed by a fiscal officer from Public Defender under penalty of perjury that the information submitted is true and correct.

V. PAYMENT

A. Reimbursement:

Grant Funds are distributed to all Program Partners including Public Defender on a reimbursement basis. Grant Funds are disbursed to City Attorney by Grantor and shall be passed through to Public Defender according to approved invoices. Grantor has given assurances that payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Grant Amount and Limitations:

- a. In no event shall City Attorney be obligated to pay any amount in excess of \$166,764 over the term of this Agreement, the amount mutually agreed upon by City Attorney and Public Defender in developing the Grant Application Budget Narrative and Budget Detail.
- b. Public Defender agrees that its allocation of Grant Funds shall be expended in accordance with the Budget Narrative and Budget Detail outlined in the Grant Application included in Exhibit A. Public Defender shall adhere to the limitations set forth in the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.

C. Budget Contingency Clause:

Public Defender agrees that City Attorney makes no commitment to fund services under this Agreement beyond the terms herein. Funding for all of LA DOOR's operations are subject to the continuing availability of state funds from Grantor. Public Defender agrees that City Attorney's obligation to pay any sum to Public Defender under this agreement is contingent upon the availability of continued funding from Grantor. It is mutually agreed that this Agreement shall be of no further force and effect if Grantor discontinues funding for LA DOOR.

D. Eligible Project Costs:

Public Defender is responsible for ensuring that invoices submitted to the City Attorney claim actual expenditures for eligible project costs. Consistent with Exhibit B, Grant Funds must be used to supplement existing funds for program activities and may not replace or supplant funds already appropriated for the same purpose. Violations may result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through City Attorney grants, and civil/criminal penalties).

E. Withholding of Funds:

City Attorney may withhold all or any portion of Grant Funds provided by this Agreement in the event that Public Defender has materially and substantially breached the terms and conditions of this Agreement.

F. Grantor Mandated Security:

At such time as the balance of Grant Funds allocated to Public Defender reaches five percent (5%), City Attorney shall withhold that amount as security, to be released to Public Defender upon compliance with all grant closeout activities, including but not limited to:

- a. submission and approval of the final invoice;
- b. submission and approval of the final progress report;
- c. submission and approval of any additional required reports; and
- d. submission and approval of the final audit of expenditures

G. Separate Accounting Records:

Grantee shall establish separate accounting records or codes and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all grant and leveraged funds claimed. These records shall be housed in the project grant file.

VI. CITY ATTORNEY RESPONSIBILITIES

- A. City Attorney will implement the LA DOOR model according to its agreement with Grantor, attached as Exhibit A.
- B. City Attorney will work with all Program Partners to facilitate streamlining LA DOOR participants' access to Public Defender legal support.
- C. City Attorney will work with the Public Defender to resolve any contractual or performance issues if and when they arise.

D. City Attorney retains prosecutorial discretion at all times throughout the implementation of the LA DOOR model, and recognizes that Public Defender retains discretion the manner of representation of LA DOOR participants.

VII. MISCELLANEOUS PROVISIONS

A. Order of Precedence:

In the event that an inconsistency exists among any provisions of this Agreement (including amendments hereto) the inconsistency shall be resolved by giving precedence in the following order:

- a. This Agreement (including amendments hereto);
- b. Exhibit A Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- c. Exhibit B BSCC Grant Administration Guide (http://www.bscc.ca.gov/s_cppresources/)
- d. Exhibit C Quarterly Progress Report Schedule
- e. Exhibit D Monthly Invoice Schedule
- f. Exhibit E Coverage Requirements and Insurance Compliance Instructions
- B. Independent Contractor Status:

This Agreement is between Public Defender and City Attorney and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between Public Defender and City Attorney. The employees and agents of one party shall not be construed to be employees and agents of the other party.

C. Assignment, Delegation, and Subcontracting:

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this Agreement.

D. Indemnification:

City Attorney and Public Defender are public entities. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

E. Notices:

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

Notices shall be addressed to Public Defender as follows:

Thomas Moore
Office of the Public Defender
19-135 Clara Shortridge Foltz Criminal Justice Center (CSFCJC)
210 West Temple Street, 19th Floor
Los Angeles, CA 90012

Notices shall be addressed to City Attorney as follows:

Jamie Larson Office of the City Attorney City Hall East 200 N Main Street, 9th Floor Los Angeles, CA 90012

F. Termination:

Either party may terminate all or part of this Agreement for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

G. General Insurance Requirements:

During the term of this Agreement and without limiting Public Defender's indemnification of the City, Public Defender shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Public Defender but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet within Exhibit E, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements within Exhibit D, shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Proof of Public Defender's insurance must be submitted online according to instructions in Exhibit E prior to beginning any work under this Agreement. Exhibit E is hereby incorporated by reference herein and made a part of this Agreement.

Public Defender's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Agreement under which City Attorney may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City Attorney's interests and pay any and all premiums in connection therewith and recover all monies so paid from Public Defender.

H. Authorization Warranty:

Public Defender represents and warrants that the person executing this Agreement for Public Defender is an authorized agent who has actual authority to bind the Public Defender to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Defender have been fulfilled to provide such authority.

I. Amendments:

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Agreement, an

amendment to the Agreement shall be prepared and executed by the Parties and approved as to form by counsel for both Parties. For any other changes, a formal written request by one party to the other will be made and if approved by the other party.

Unless otherwise provided herein, the Agreement may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

J. Compliance with Applicable Law:

The Public Defender shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Public Defender shall indemnify and hold harmless the City Attorney from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Public Defender or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

K. Validity:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

L. Waiver:

No waiver by the Parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

M. Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any

action brought hereunder shall be exclusively in the County of Los Angeles.

N. Entire Agreement:

This Agreement constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement.

IN WITNESS HEREOF, the Parties have caus duly authorized agents as of this day of	
COUNTY OF LOS ANGELES	CITY OF LOS ANGELES OFFICE OF THE CITY ATTORNEY
FESIA A. DAVENPORT Acting Chief Executive Officer	By Asla Kapur Leela Kapur City Attorney Chief of Staff
APPROVED AS TO FORM: BY COUNTY COUNSEL MARY C. WICKHAM	APPROVED AS TO FORM: BY OFFICE OF THE CITY ATTORNEY MICHAEL N. FEUER
Ву	By Barak Vaughn
JONATHAN C. MCCAVERTY Principal Deputy County Counsel	BARAK VAUGHN Deputy City Attorney
	APPROVED AS TO FORM: BY OFFICE OF THE PUBLIC DEFENDER RICARDO GARCIA
	By MA-Ne Sarell JUSTINE ESACK
	Chief Deputy Public Defender

Internal Revenue Service ID Number: 95-6000927
Council File/OARS File Number: C.F. # 119-1066;
Date of Approval: 12/03/2019
City Contract Number: C-137289

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By Mikal Vallain
Deputy City Clerk

Date <u>10-02-2020</u>



EXHIBIT A

011112 01 011211 0111111 01 02112111020				
STANDARD AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHORIITY NUMBER (If Applicable)		
STD 213 (Rev 10-2018)	BSCC 538-19			

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF LOS ANGELES

2. The term of this Agreement is:

START DATE

AUGUST 15, 2019

THROUGH END DATE

MAY 15, 2023

3. The maximum amount of this Agreement is:

\$6,000,000

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1	Cohort 2 Prop 47 Request for Proposal*	*
Attachment 2	2019 Prop 47 Application for Funding	57
Appendix A	Proposition 47 2019 Scoring Panel	1
Appendix B	Grantee Assurance for Third Party Non-Governmental Organizations	2

^{*} This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_bsccprop47/

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF LOS ANGELES

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main Street, Suite 800	Los Angeles	CA	90012
PRINTED NAME OF PERSON SIGNING	TITLE		
Michael N. Feuer	Los Angeles City Attorney		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		_
E			

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Ste 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		•
MARY JOLLS	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
S			

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT - PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections, hereafter referred to as BSCC and the City of Los Angeles, acting by and through its Office of the City Attorney, hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Los Angeles City Attorney's Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and Downtown Los Angeles most in need of robust Proposition 47 services. LA DOOR expansion will provide the following services to a minimum of 750 participants during the grant cycle: 1) peer-led mobile social services consistently delivered to five hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness, 2) expansion of pre-booking diversion on Proposition 47 drug possession arrests to include Central, Rampart, and Newton LAPD divisions where these arrest numbers are highest, and 3) proactive removal of participant legal barriers through collaborative City Attorney and Public Defender partnerships. With LA DOOR expansion, the City Attorney's Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Cohort 2 Prop 47 Request for Proposal (incorporated by reference) and Attachment 2: 2019 Prop 47 Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Micheal N. Feuer

Title: Los Angeles City Attorney

Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012

Phone: (213) 978-8100

Designated Financial Officer authorized to receive warrants:

Name: Michiko Reyes Title: Budget Director

Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012

Phone: (213) 978-7020

Email: michiko.reyes@lacity.org

EXHIBIT A SCOPE OF WORK

Project Director authorized to administer the project:

Name: Mary Clare Molidor

Title: Chief Assistant City Attorney

Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012

Phone: (213) 978-4099

Email: mc.molidor@lacity.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.

5. PROGRESS REPORTS AND EVALUATIONS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Pro	gress Report Periods	Due no later than:
1.	August 15, 2019 to December 31, 2019	February 15, 2020
2.	January 1, 2020 to March 31, 2020	May 15, 2020
3.	April 1, 2020 to June 30, 2020	August 15, 2020
4.	July 1, 2020 to September 30, 2020	November 15, 2020
5.	October 1, 2020 to December 31, 2020	February 15, 2021
6.	January 1, 2021 to March 31, 2021	May 15, 2021
7.	April 1, 2021 to June 30, 2021	August 15, 2021
8.	July 1, 2021 to September 30, 2021	November 15, 2021
9.	October 1, 2021 to December 31, 2021	February 15, 2022
10.	January 1, 2022 to March 31, 2022	May 15, 2022
11.	April 1, 2022 to June 30, 2022	August 15, 2022
12.	July 1, 2022 to September 30, 2022	November 30, 2022
13.	October 1, 2022 to December 31, 2022	February 15, 2023
14.	January 1, 2023 to February 15, 2023	March 31, 2023

B. Evaluation Reports

1. Local Evaluation Plan

Due no later than:

December 31, 2019

EXHIBIT A SCOPE OF WORK

2. Two-Year Preliminary Evaluation Report

August 15, 2021

3. Final Local Evaluation Report

May 15, 2023

C. Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any leveraged funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Scoring Panel (see Appendix A) from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

1. INVOICING AND PAYMENTS

A. **Monthly Invoicing:** The Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Grant Cycle Monthly Invoicing Periods

- 1. August 15, 2019 to September 30, 2019
- 2. October 1, 2019 to October 31, 2019
- 3. November 1, 2019 to November 30, 2019
- 4. December 1, 2019 to December 31, 2019
- 5. January 1, 2020 to January 31, 2020
- 6. February 1, 2020 to February 28, 2020
- 7. March 1, 2020 to March 31, 2020
- 8. April 1, 2020 to April 30, 2020
- 9. May 1, 2020 to May 31, 2020
- 10. June 1, 2020 to June 30, 2020
- 11. July 1, 2020 to July 31, 2020
- 12. August 1, 2020 to August 31, 2020
- 13. September 1, 2020 to September 30, 2020
- 14. October 1, 2020 to October 31, 2020
- 15. November 1, 2020 to November 30, 2020
- 16. December 1, 2020 to December 31, 2020
- 17. January 1, 2021 to January 31, 2021
- 18. February 1, 2021 to February 28, 2021
- 19. March 1, 2021 to March 31, 2021
- 20. April 1, 2021 to April 30, 2021
- 21. May 1, 2021 to May 31, 2021
- 22. June 1, 2021 to June 30, 2021
- 23. July 1, 2021 to July 31, 2021
- 24. August 1, 2021 to August 31, 2021
- 25. September 1, 2021 to September 30, 2021
- 26. October 1, 2021 to October 31, 2021
- 27. November 1, 2021 to November 30, 2021
- 28. December 1, 2021 to December 31, 2021
- 29. January 1, 2022 to January 31, 2022
- 30. February 1, 2022 to February 29, 2022
- 31. March 1, 2022 to March 31, 2022
- 32. April 1, 2022 to April 30, 2022
- 33. May 1, 2022 to May 31, 2022
- 34. June 1, 2022 to June 30, 2022
- 35. July 1, 2022 to July 31, 2022
- 36. August 1, 2022 to August 31, 2022

Due no later than:

November 15, 2019

December 15, 2019

January 15, 2020

February 15, 2020

March 15, 2020

April 15, 2020

May 15, 2020

June 15, 2020

July 15, 2020

August 15, 2020

September 15, 2020

October 15, 2020

November 15, 2020

December 15, 2020

January 15, 2021

February 15, 2021

March 15, 2021

April 15, 2021

May 15, 2021

June 15, 2021

July 15, 2021

August 15, 2021

September 15, 2021

October 15, 2021

November 15, 2021

December 15, 2021

January 15, 2022

February 15, 2022

March 15, 2022

April 15, 2022

May 15, 2022

June 15, 2022

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July 15, 2022

August 15, 2022

September 15, 2022

October 15, 2022

37. September 1, 2022 to September 30, 2022
38. October 1, 2022 to October 31, 2022
39. November 1, 2022 to November 30, 2022
40. December 1, 2022 to December 31, 2022
41. January 1, 2023 to January 31, 2023

November 15, 2022

January 15, 2023

February 15, 2023

March 15, 2023

42. February 1, 2023 to February 15, 2023 April 15, 2023

Evaluation Invoicing Period*

43. February 16, 2023 to March 31, 2023 M

44. April 1, 2023 to May 15, 2023

Due no later than

May 15, 2023 June 30, 2023

*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on invoices due for the Evaluation Invoicing Period.

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due April 15, 2023. Project costs/leveraged contributions incurred after February 15, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period (invoices 43, 44, due dates listed above). All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visit.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding the BSCC approved budgeted amount calculated in conformance with the requirements of the Cohort 2 Request for Proposals.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer

from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.

- B. If Proposition 47 funding for any fiscal year is reduced or falls below estimates contained within the Cohort 2 Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provision, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Budget Line Item	A. Grant Funds	B. Leveraged Funds	C. Total Project Value (A+B)	Percentage of Funds
Salaries and Benefits (Lead Agency only)	848,584	-	848,584	
2. Services and Supplies (Lead Agency only)	-	-	-	
Professional Services & Public Agency Subcontracts	166,764	289,803	456,567	
4. Community-Based Organization Subcontracts (minimum 50%)	4,456,166	2,222,410	6,678,576	74%
5. Indirect Costs (Lead Agency only)	58,074	26,784	84,858	
6. Data Collection and Evaluation (at least 5 percent (or \$25,000, whichever is greater) but not more than 10 percent)	450,000	-	450,000	7.5%
7. Fixed Assets/Equipment (Lead Agency only)	-	-	-	
8. Other (Travel, Training, etc.) (Lead Agency only)	20,412	-	20,412	
TOTALS	\$6,000,000	\$2,538,997	\$8,538,997	

- 1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- **3. ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- **6. DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- **8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of

Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.). the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11.CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- **12.TIMELINESS**: Time is of the essence in this Agreement.
- **13.COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- **14.GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- **15.ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- **16.CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **17.UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18.PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- **20.LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

4. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement, including the eligibility requirements stated in the Cohort 2 Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

5. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

6. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 3 years following the end of the

grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC:
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, or approved modifications;
 - 3) failure to provide the required local leveraged share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision

adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

Los Angeles City Attorney's Office
BSCC 538-19
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The parties hereto may waive any of their rights under this Grant Agreement unless
such waiver is contrary to law, provided that any such waiver shall be in writing and
signed by the party making such waiver.

ATTACHMENT 1



Proposition 47 Grant Program Request for Proposals - Cohort 2

Grant Purpose: Mental Health Services, Substance Use Disorder Treatment and Diversion Programs for People in the Criminal Justice System.

Grant Period: August 15, 2019 to May 15, 2023

Eligible Applicants:

 Public Agencies in Partnership with the Communities they Serve

Released: January 18, 2019

Notice of Intent to Apply Due: February 18, 2019

Proposal Due Date: March 18, 2019





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CONFIDENTIALITY NOTICE: All documents submitted as a part of the Proposition 47 proposal are considered to be public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I:

BACKGROUND AND GRANT INFORMATION

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the Proposition 47 Grant Program.

The BSCC staff cannot assist the public agency applicant or partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: Prop47@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP from January 18, 2019 to February 28, 2019. Questions and answers will be posted on the BSCC website up to March 4, 2019.

Grant Purpose

Pursuant to Proposition 47, this grant is to provide mental health services, substance use disorder treatment and diversion programs for people in the criminal justice system. The grant program may also provide housing-related assistance and other community-based supportive services, including job skills training, case management and civil legal services. The grant can fund programs that serve adults and/or juveniles.

Proposal Due Date and Submission Instructions

Public agency applicants must submit one original signed proposal <u>and</u> one electronic copy of the original signed proposal.

The signed proposal must be received by the BSCC by **5:00 p.m. on March 18, 2019.** Submit the original signed proposal with one binder clip in the top left corner. Do not submit the proposal in a binder, spiraled, or any other variation.

1. Mail one original signed proposal to the following address:

Board of State and Community Corrections Corrections Planning and Grant Programs Division 2590 Venture Oaks Way, Suite 200 Sacramento, CA 95833 Attn: Proposition 47 Grant

2. Email one legible electronic copy of the signed proposal to: Prop47@bscc.ca.gov.

Note: While the BSCC expects both the original hard copy and electronic version to be received by the date and time listed above, the application will not automatically be disqualified so long as either the hard copy or electronic version is received by the due date and as long as both are received in a reasonable time and are identical. If the BSCC does not receive either the original hard copy or the electronic version until after the due date and time, the proposal will not be considered, regardless of postmark date.

Notice of Intent to Apply

Public agency applicants interested in applying for the Proposition 47 Grant are asked but not required to submit a non-binding Notice of Intent to Apply. Notices will aid the BSCC in planning for its proposal review process.

The notice should include the following information:

- Name of the Lead Agency (see page 6 for definition of Lead Agency);
- Name and title of the head of the Lead Agency;
- Contact information for interested public; and
- A brief statement indicating the agency's intent to submit a proposal.

The notice does not require an official signature and is requested solely for the purpose of BSCC planning for the proposal review process. Public agency applicants may submit the Notice of Intent to Apply in any format, please ensure the submitted notice addresses the above bulleted items.

Failure to submit a Notice of Intent to Apply is not grounds for disqualification. Further, prospective public agency applicants that submit a Notice of Intent to Apply and decide later not to apply will not be penalized.

Please submit your non-binding Notice of Intent to Apply by February 18, 2019 via email or U.S. mail, using one of the following submission options:

Email Responses: Prop47@bscc.ca.gov

(Subject line: Notice of Intent to Apply)

U.S. Mail Responses: Board of State and Community Corrections

Corrections Planning and Grants Programs Division

2590 Venture Oaks Way, Suite 200

Sacramento, CA 95833 Attn: BSCC Proposition 47

Bidders' Conferences

The BSCC plans to hold two Bidders' Conferences in advance of the proposal due date in Sacramento and Los Angeles. The purpose of these conferences is to provide clarity on the RFP instructions and respond to questions. Bidders' Conference locations are listed below:

January 24, 2019. 9:00 am January 28, 2019. 9:30 am

Board of State and Community Corrections Ronald F. Deaton Civic Auditorium

2590 Venture Oaks Way 100 West 1st Street, Sacramento, CA 95833 Los Angeles, CA 90012

Note: The Sacramento Bidders' Conference will be livestreamed at www.bscc.ca.gov.

Background

Proposition 47 was a voter-approved initiative on the November 2014 ballot. As stated in the ballot measure its purpose is:

The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment (*Attachment A*).

As further stated in the proposition, the BSCC's responsibilities are to:

Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems. (Gov. Code, § 7599.2, subd. (a)(3).)

Assembly Bill 1056 (Statutes of 2015, Chapter 438) added additional priorities to the grant program including housing-related assistance and community-based supportive services such as job skills training, case management and civil legal services (*Attachment B*).

Proposition 47 Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) to inform decision making related to the Board's programs. BSCC's ESCs typically are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs, in breadth of experience, geography and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks, including the development of RFPs for grant funds. ESCs submit grant award recommendations to the BSCC Board for final disposition. The Board then approves, rejects or revises those recommendations. Members of the ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

AB 1056 added requirements for the Proposition 47 ESC membership. It required the ESC to include a balanced and diverse membership from relevant state and local government entities, community-based treatment and service providers, and the formerly incarcerated community. The ESC was also required to have expertise in homelessness and housing, behavioral health and substance abuse treatment, and effective rehabilitative treatment for adults and juveniles.

The Proposition 47 ESC included a cross-section of subject matter experts on mental health and substance use disorder treatment, diversion programs, reentry, housing and other areas, including individuals who were directly impacted by the criminal justice system. Information about the ESC, including a list of members, can be found on the BSCC website and on *Appendix A*.

The guiding principles and content developed by the Proposition 47 ESC remain in place for this second round of Proposition 47 funding. BSCC will use a Scoring Panel to read, score and develop funding recommendations for the BSCC Board.

Conflicts of Interest

Existing law prohibits any non-governmental sub-grantee, partner, or like party who participates on the Scoring Panel from receiving funds from the Proposition 47 grants awarded under this RFP. Public agency applicants are encouraged to communicate this conflict of interest consideration to known and potential non-governmental organizations who may have expressed interested in serving on the Scoring Panel. Such participation will prohibit that non-governmental agency from receiving any Prop 47 funds awarded through this RFP. Scoring Panel membership will be posted to the BSCC website no later than April 2019.

Public agency applicants who are awarded grants under this RFP are responsible for reviewing the Scoring Panel membership roster and ensuring that no grant dollars are passed through to any non-governmental entity represented by the members of the Proposition 47 Scoring Panel.

Guiding Principles for the Proposition 47 Grant

In developing this RFP, the ESC agreed on the guiding principles listed below. These guiding principles reflect the priorities and values of the ESC. They will be woven throughout the RFP and incorporated into the rating criteria. Public agency applicants should develop proposals that reflect these principles.

Guiding Principles for the Proposition 47 Grant

- Value community partnerships and collaborations.
- Encourage culturally competent services and approaches that foster the principles of restorative justice.
- Define target populations, especially those populations that are traditionally underserved.
- Identify and address known barriers to serving target populations.
- Prioritize client-focused/client-centered and holistic programs and approaches, including healing strategies and trauma informed care.
- Include community-based organizations with diverse staffing, including those who are system-impacted individuals, or who have varying educational levels and life experiences.
- Demonstrate capacity building for service providers at every level.
- Be mindful of regional equity and geographic diversity, including smaller and rural counties.
- Collect program data and measure/evaluate outcomes, and publish and share information.
- Encourage community engagement, where members of the community participate in the identifying, informing, and shaping of policies, goals, services, and solutions.

Description of the Grant

Eligible Applicants

Applicants must be public agencies. (Pen. Code, §6046.3, subd. (a)(3).) A public agency is defined as:

Public agency means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or Rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. (Pen. Code, §6046.1, subd. (c).)

New and existing Proposition 47 Grantees may apply for this round of funding. Existing grantees may request funding to continue their current approach or for a new unrelated approach.

Definition of Lead Agency

For the purposes of this RFP, the public agency will be considered the "**Lead Agency**." In order to be eligible, a Lead Agency <u>must</u>:

Subcontract with one or more non-governmental, community organizations for a
minimum of 50 percent of the total grant award in order to demonstrate a shared
partnership rooted in community engagement and economic equity. Additional points
will be awarded to applicants that pass-through 60 percent or 70 percent.

Lead agencies (e.g., individual agencies or departments within a city, county or other jurisdiction) may not submit more than one proposal.

Non-lead agencies (including community-based organizations, faith-based organizations, non-governmental or governmental entities, etc.) may serve as a partner on more than one proposal.

Two or more public agencies may partner to submit a joint proposal, but one must be designated as Lead Agency for contracting purposes. Joint proposals must comply with all other eligibility criteria. A public agency may not apply on both an individual and a joint proposal.

Criteria for Non-Governmental Organizations Receiving Grant Funds

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
 - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

Eligible Activities

Proposition 47 grant funds must be used for mental health services, substance use disorder treatment, diversion programs, or some combination thereof. In addition to these required services and programs, applicants are encouraged to provide supplemental housing-related services and other community-based supportive services, such as job skills training, case management, and civil legal services (as detailed below).

Assembly Bill 1056 mandated in part that the Executive Steering Committee:

- (1) Prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism.
- (2) Prioritize proposals that leverage other federal, state, and local funds or other social investments, such as the following sources of funding:

- (A) The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
- (B) The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
- (C) Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
- (D) The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
- (E) The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
- (F) The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
- (G) The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
- (H) Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.
- (I) The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).
- (3) Prioritize proposals that provide for all of the following:
 - (A) Mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.
 - (B) Housing-related assistance that utilizes evidence-based models, including, but not limited to, those recommended by the federal Department of Housing and Urban Development. Housing-related assistance may include, but is not limited to, the following:
 - (i) Financial assistance, including security deposits, utility payments, moving-cost assistance, and up to 24 months of rental assistance.
 - (ii) Housing stabilization assistance, including case management, relocation assistance, outreach and engagement, landlord recruitment, housing navigation and placement, and credit repair.
 - (C) Other community-based supportive services, such as job skills training, case management, and civil legal services.
- (4) Prioritize proposals that leverage existing contracts, partnerships, memoranda of understanding, or other formal relationships to provide one or more of the services prioritized in paragraph (3).
- (5) Prioritize proposals put forth by a public agency in partnership with a philanthropic or nonprofit organization.
- (6) Prioritize proposals that promote interagency and regional collaborations.

Pen. Code, § 6046.3, subd. (b).

Examples of Substance Use Disorder Treatment and Diversion Programs can be found in *Attachment C.*

Existing Services or Programs

Public agency applicants will be allowed to EITHER implement new services or programs OR expand existing services or programs.

Ineligible Grant Expenditures

Grant funds may be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

Proposition 47 grant funds may not be used for:

- the acquisition of real property, or
- programs or services provided in a custodial setting (with the exception of outreach and reentry planning)¹.

For information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the *BSCC website*.

¹ For the purposes of this RFP, a locked facility (e.g. jail, prison, etc.) is considered a custodial setting. The intent of this RFP is to prohibit the use of grant funds for programs or services provided in a custodial setting with the exception of outreach and reentry planning.

The following flowchart provides a visual representation of required and eligible services under the Proposition 47 Grant Program:

BSCC PROPOSITION 47 GRANT

REQUIRED for ALL APPLICANTS



With PRIORITY given to projects that also:



Eligible Population: Adults and/or Juveniles Arrested, charged with, or convicted of a criminal offense AND a history of mental health issues or

substance use disorders.

Service Delivery Approach

Public agency applicants will be required to describe the service delivery approach, i.e. who will deliver the services and how, and why it is most appropriate for the community and target population. Key questions to consider include:

- What are the needs of your community and how does your project provide services reflective of the racially and ethnically diverse communities served?
- How does your project ensure services will be provided in locations accessible to the community?
- How does your project ensure services will be tailored to meet an individual's holistic needs, e.g. wraparound services?
- How does your project provide services in a culturally competent manner?
- How does your approach ensure that services and programs adhere to the principles of trauma-informed care?
- How does your project provide services in a collaborative manner with the community, governmental and nongovernmental agencies?
- How does your project take steps to advance the principles of Restorative Justice and reduce recidivism in your community?
- How will this project change or improve the lives of participants?

Definitions for Trauma-Informed Care, Recidivism, and Restorative Justice can be found in *Attachment C*.

Target Population

As mandated by AB 1056, services and programs proposed in response to this RFP must be designed to serve people who:

 have been arrested, charged with, or convicted of a criminal offense <u>AND</u> have a history of mental health issues or substance use disorders.

For purposes of this RFP, a person has a history of mental health issues or substance use disorders if the person:

- has a mental health issue or substance use disorder that limits one or more of their life activities;
- has received services for a mental health issue or substance use disorder;
- has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both; or
- has been regarded as having a mental health issue or substance use disorder.

Public agency applicants are required to describe how they will ensure that this target population is the one to be served by the proposed program. This could include a description of the program's referral, screening, assessment and documentation processes.

Grant Agreement and Timelines

Successful proposals will be under contract from August 15, 2019 to May 15, 2023. The timeline for the Proposition 47 grants is shown in the following table:

Implementation	Service Delivery	Service Delivery	Service Delivery	Data Evaluation
4 Months	Year 1	Year 2	Year 3	4 Months
August 15, 2019 - December 31, 2019	January 1, 2020 - December 31, 2020	January 1, 2021 - December 31, 2021	January 1, 2022 - December 31, 2022	January 1, 2023 – May 15, 2023
Implementation period provided to allow for local procurement, hiring, and other activities that can facilitate a timely start. Grantees who do not need the full implementation period can begin service delivery at any time once under contract.	Service delivery and data collection.	Service delivery and data collection.	Service delivery and data collection.	Data analysis and evaluation period to compile and analyze data gathered from three full years of service delivery. Only expenses incurred for evaluation efforts may be incurred during these last four months. No new service delivery expenses may be incurred.

Funding

Proposition 47 created the Safe Neighborhoods and Schools Fund. State savings that result from the implementation of Proposition 47 are deposited annually into this fund. AB 1056 established the Second Chance Fund where these savings are deposited for a competitive grant program.

Grant awards from this RFP will be funded from Prop 47 savings deposits in Fiscal Years (FY) 2019-20 and 2020-21. The FY 2019-20 savings estimate is \$48,217,250 after accounting for BSCC administrative costs. The actual savings is not yet known. The FY 2020-21 savings estimate has not been determined yet. For planning purposes, this RFP assumes that the FY 2020-21 savings will be the same as the FY 2019-20 estimate. Adjustments to available funding will be coordinated with successful applicants as the actual FY 2019-2020 and FY 2020-21 amounts are known and deposited.

In summary, for purposes of this RFP, it is estimated that approximately \$96,434,500 will be available for grant awards. This funding is contingent on:

- 1) the amount of funds available in the Safe Neighborhoods and Schools Fund for FY 2019-2020 and FY 2020-2021;
- 2) a grantee's adherence to the Proposition 47 RFP requirements and applicable statutes; and
- 3) a grantee's ability to demonstrate that annual implementation goals and objectives (as listed on the Proposition 47 Project Work Plan) have been met.

The BSCC may select additional proposals for awards from the ranked list if the deposits into the Second Chance Fund significantly increases the BSCC's grant fund allocation.

Funding Categories and Corresponding Funding Thresholds

Recognizing that different-sized jurisdictions have different capacities, resources, and needs, there are two categories within which public agency applicants will compete. Maximum funding thresholds have been set within each category. These categories were established so that projects of a smaller scope do not compete against projects of a larger scope.

To determine which category your application falls into, see the table below:

Project Category	For Public Agency Applicants requesting:	Prop. 47 Funds Allocated to this Category
1) Smaller Scope	Up to \$1 million for the entire grant period	\$18,616,627
2) Larger Scope	More than \$1 million and up to \$6 million for the entire grant period. Special set-aside: The County of Los Angeles may submit a single application for up to \$18,616,627 for the entire grant period.	\$77,817,873
	Total	\$96,434,500

Only one application may be submitted on behalf of the County of Los Angeles and its subsidiary departments and agencies. Other cities and eligible non-county, public entities within Los Angeles County may still submit individual applications in either the Small or Large category.

Public agency applicants will indicate which category they are applying under and build a budget accordingly. Public agency applicants are strongly encouraged to apply for only the amount of funding needed to meet their program goals within the entire grant period. The Scoring Panel will score proposals based in part on the reasonableness of the proposed budget.

Note: Applicants must earn at least 65 percent of the total weighted score in order to be considered for funding (see Rating Factors, page 23). If there are not sufficient qualified applicants in one category to exhaust all funds, those funds will be recommended for qualified applicants in the other category.

Financial Leveraging

This RFP does not have a match requirement. However, public agency applicants <u>must</u> demonstrate how they will leverage other federal, state, and local funds or other social investments, such as the following (per Assembly Bill 1056):

- A. The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
- B. The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
- C. Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
- D. The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
- E. The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
- F. The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
- G. The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
- H. Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.
- I. The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

Supplanting

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When leveraging outside funds, public agency applicants must be careful not to supplant. Supplanting is the deliberate reduction

in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Proposition 47 Local Advisory Committee

In order to apply for Proposition 47 funding, the Lead Agency must develop a Proposition 47 Local Advisory Committee that includes local stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal. This advisory committee will, at a minimum, advise on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs:
- The development of the grant project;
- Ongoing implementation of the grant project.

The Proposition 47 Local Advisory Committee must include a broad range of stakeholders from within the communities, organizations, departments, etc. impacted by the proposal. Examples include: behavioral health professionals, educators, community-based and faith-based organizations, individuals impacted by the justice system, law enforcement, probation, prosecutors, defense attorneys, courts, social service providers, advocacy groups, housing providers, housing navigators and citizens.

Lead Agencies should consider state and local conflict of interest laws when selecting members of the Proposition 47 Local Advisory Committee. The Lead Agency is advised to check with its counsel about potential conflicts. The Lead Agency may use an existing body, but it must include individuals with the appropriate experience and expertise and address all the requirements listed in this section.

The Lead Agency must host regular community meetings to invite ongoing feedback and non-confidential updates from the Proposition 47 Local Advisory Committee and the community.

Throughout the duration of the grant, Lead Agencies must maintain documentation of:

- public outreach efforts soliciting committee membership and publicizing community meeting information;
- attendance at both committee and community meetings; and
- agendas and minutes of committee and community meetings.

As a part of the application, each Lead Agency will be required to complete a Membership Roster and include Letters of Agreement for the Proposition 47 Local Advisory Committee (see *Attachments D and E*).

Local Government Impacts

The Proposition 47 grant encourages community engagement, innovation and financial leveraging as avenues for communities to develop projects that best fit their needs. In supporting this approach, proposed projects may have unforeseen or unintended impacts on local government agencies that prevent projects from operating as intended (e.g. a significant increase in referrals to county behavioral health, lack of coordination between local agencies that provide similar services, duplication of services, etc.).

As a part of the application, each Lead Agency will be required to acknowledge any anticipated impacts (see *Attachment F*).

Promising, Data-Driven and Innovative Approaches

Public agency applicants seeking funding through this grant process are required to use data and research to drive decision-making in the development, implementation and evaluation of their overall projects.

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. For the purpose of this RFP, public agency applicants should focus on the following three basic principles:

- 1. Is there evidence or data to suggest that the intervention or strategy is likely to work, i.e., produce a desired benefit? For example, was the intervention or strategy you selected used by another jurisdiction with documented positive results? Is there published research on the intervention you are choosing to implement showing its effectiveness? Is the intervention or strategy being used by another jurisdiction with a similar problem and similar target population?
- 2. Once an intervention or strategy is selected, will you be able to demonstrate that it is being carried out as intended? For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented in another jurisdiction, are there procedures in place to ensure that that you are following the model closely (so that you are more likely to achieve the desired outcomes)?
- 3. Is there a plan to collect evidence or data that will allow for an evaluation of whether the intervention or strategy worked? For example, will the intervention or strategy you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect and analyze that data/evidence?

Public agency applicants are encouraged to develop an overall project that incorporates these principles, but is tailored to fit the needs of the communities they serve. Innovation and creativity are encouraged, but projects that have not been validated must demonstrate a promising approach using existing data and research such as best practices in the field.

Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative research. While quantitative research is based on numbers and mathematical calculations, qualitative research is based on written or spoken narratives. The purpose of quantitative research is to explain, predict and/or control events through focused collection of numerical data, while the purpose of qualitative research is to explain and gain insight and understanding of events through intensive collection of narrative data.

Data Collection and Evaluation

Projects selected for funding will be required to submit a Local Evaluation Plan, a Two-Year Preliminary Evaluation Report, and a Final Local Evaluation Report. See *Attachment C* for key definitions related to project evaluation.

Public agency applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, so that the goals and objectives listed in the Proposition 47 Project Work Plan are measurable.

Required Set-Aside for Evaluation Efforts

Grantees are required to set aside at least <u>5 percent</u> (or \$25,000, whichever is greater) but not more than 10 percent of the total grant award for data collection and evaluation efforts, to include the development of the Local Evaluation Plan, Two-Year Preliminary Evaluation Report, and Final Local Evaluation Report.

Public agency applicants are strongly encouraged to use outside evaluators to ensure objective and impartial evaluations. Specifically, public agency applicants are encouraged to partner with state universities or community colleges for evaluations.

Local Evaluation Plan

The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Grantees will be expected to include a detailed description of how the public agency applicant will assess the effectiveness of the proposed program in relationship to each of its goals and objectives. A relationship between the goals and objectives identified in the Proposition 47 Project Work Plan should be apparent in the Local Evaluation Plan.

The Local Evaluation Plan should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the project objectives clearly stated. Public agency applicants should also address process and outcome evaluations. Once submitted, any modifications to the Local Evaluation Plan must be approved in advance by the BSCC. The Local Evaluation Plan is due no later than December 31, 2019.

Two-Year Preliminary Evaluation Report

The purpose of the Two-Year Preliminary Local Evaluation Report is to assess whether grantees are making sufficient progress toward the goals and objectives described in the original proposal. Second, it will allow the grantee to ensure that the methodology described in the Local Evaluation Plan is still appropriate for measuring the intended impact. As noted in the "Funding" section, second and third year funding is contingent on the grantee's ability

to demonstrate that annual implementation goals and objectives have been met. The Two-Year Preliminary Evaluation Report is due no later than August 15, 2021.

Final Local Evaluation Report

Following project completion, grantees are required to complete a Local Evaluation Report. The Local Evaluation Report must be in a format prescribed by the BSCC. Within the Local Evaluation Report, an Executive Summary must be included that adheres to the format prescribed by the BSCC specifically for the Executive Summary.

The purpose of the Final Local Evaluation Report is to determine whether the overall project (including each individual component) was effective in meeting the goals laid out in the Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been identified in the previously submitted Local Evaluation Plan. The Final Local Evaluation Report is due no later than May 15, 2023.

Evaluation Dissemination

The BSCC will make public the Local Evaluation Plan, Two-Year Preliminary Local Evaluation Report and Final Local Evaluation Report from each grantee. Reports may be posted to the BSCC website and/or developed into a Summary Final Report to be shared with the Administration, the Legislature, and the public.

Projects selected for funding are encouraged to make public (e.g. post online, disseminate, share at meetings) the Final Local Evaluation Report to the community and the grantee's Governing Board (e.g., Board of Supervisors, City Council, etc.).

If the grantee plans to publish the Final Local Evaluation Report, it must be submitted to the BSCC for review prior to publication.

General Grant Requirements

Grant Agreement

Public agency applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See *Attachment G* for the State of California: Contract and General Terms and Conditions.

The Grant Agreement start date is expected to be August 15, 2019. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the Grant Agreement start date. Work, services and encumbrances that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution

Successful public agency applicants will be required to submit a Resolution from their

Governing Boards before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but public agency applicants are advised that no financial invoices will be processed for reimbursement until the Governing Board Resolution has been received by the BSCC. A sample Governing Board Resolution can be found in *Attachment H*.

Audit

Although state-funded grants do not have an audit requirement, unless specifically stated in state law or regulations, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three (3) years following the end of the grant period.

The California State Auditor, the California Department of Finance – Office of State Audits & Evaluations, the California State Controller's Office, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district car pool, or garage may budget either the mileage rate established by the car pool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Non-Governmental Organizations (NGOs)

An NGO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information. In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: https://oag.ca.gov/ab1887.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board <u>will not</u> enter into contracts or provide reimbursement to applicants that have been:

- 1. Debarred by any federal, state, or local government entities during the period of debarment; or
- 2. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete *Attachment K* certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices with supporting documentation to the BSCC according to the terms of their grant agreement (typically quarterly) within 45 days following the end of the reporting period via the online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the *BSCC Grant Administration Guide*, found on the BSCC <u>website</u>.

Quarterly Progress Reports

Grant award recipients are required to provide relevant program information and data by submitting quarterly progress reports to the BSCC. Applicable forms and instructions will be available to grantees on the BSCC's website. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement and Proposition 47 Project Work Plan could be subject to the withholding of funds.

As a part of the progress reports, grantees will be required to complete the BSCC Data Template. The purpose of the BSCC Data Template is to gather individual level data on the impacts of Proposition 47. **The BSCC will not request or retain personal identifying information through this process**.

Examples of potential prompts include:

- Age
- Race/Ethnicity
- Gender
- Recidivism
- Program enrollment/completion/exit without completion
- Screening for mental illness and/or substance use disorder
- Treatment received
- Services received

The BSCC will provide a template and instructions to grantees. The BSCC Data Template will be submitted on a quarterly basis with the Progress Reports.

Grantee Orientation

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (September 2019, date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, individual tasked with Data Collection and Evaluation and a minimum of one Community Partner must attend.

Grant recipients may use their Proposition 47 grant funds for travel-related expenditures such as airfare, mileage, meals, lodging and other per diem costs. Public agency applicants should include anticipated costs in the budget section of the proposal under the "Other" category. Award recipients will be provided additional details regarding the Grantee Orientation in September 2019.

Overview of the RFP Process

Technical Compliance Review

BSCC staff will conduct a technical review of each proposal to determine if it is in compliance with all technical requirements prior to being forwarded to the Scoring Panel.

It is the BSCC's intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors or omissions. Applicants will, therefore, have an opportunity to respond to deficiencies identified during the technical review process, which will take place immediately following the proposal due date. If necessary, applicants will be allowed to make non-substantive changes that bring the proposal into technical compliance.

Disqualification

The following will result in an automatic disqualification:

- The original hard copy <u>or</u> electronic version of the proposal are not received by 5:00 p.m. on March 18, 2019.
- The Lead Agency Applicant is not a public agency as defined in Penal Code Section 6046.1 (d).
- The proposal does not address mental health services, substance use disorder treatment, diversion or some combination thereof, as required by Proposition 47.
- Services (with the exception of outreach and reentry planning) will be provided in a custodial setting.

Disqualification means that the proposal will not move forward to the Scoring Panel for the Proposal Rating Process.

Notification

Once BSCC staff complete the technical compliance review process, BSCC staff will contact applicants only under the following circumstances:

- a. The applicant has been disqualified due to one of the circumstances listed in the box above.
- b. The Proposal contains minor technical deficiencies.

Proposal Rating Process

Once a Proposal passes the Technical Compliance Review, it will advance to the Scoring Panel for the Proposal Rating Process. The Scoring Panel will read and assign points to each Proposal in accordance with the prescribed rating factors listed in the table below.

Scoring Panel members will base their points on how well a public agency applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Section. Following the Proposal Rating Process, the Scoring Panel will convene for a Final Rater Review meeting where they will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of this process, public agency applicants will be notified of the Board's funding recommendations. It is anticipated that the Board will act on the recommendations at its meeting in June or July 2019. Public agency applicants and partners are not to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Rating Factors

The rating factors that will be used and the maximum points allocated to each factor are shown in the table below. Each rating factor will be scored on a scale of 1-5. Each rating factor then will be weighted in the overall score as shown in the column titled Percentage of Total Value to arrive at the Maximum Point Value.

	Rating Factors	Point Range	Percent of Total Value	Maximum Points	Weighted Score*
1	Project Need	1-5	15%	8	32
2	Community Engagement	1-5	20%	10	40
3	Project Description	1-5	25%	13	52
4	Project Evaluation Plan	1-5	10%	5	20
5	Guiding Principles	1-5	10%	5	20
6	Budget Section	1-5	20%	10	40
	Total		100%	51	204

^{*}Once Maximum Points are calculated for each rating factor, the score will be multiplied by four. This will allow for a larger point spread between applicants.

Additional Points: Applicants are required to dedicate a minimum of 50 percent of grant funds requested to subcontracts with non-governmental, community organizations. Additional points will be added to the final score if an applicant dedicates 60 percent or more, as follows:

60-69 percent of grant funds = 2 additional points 70+ percent of grant funds = 4 additional points

Total Possible Score with Additional Points 208

Five Point Range Scale

Poor	Fair	Satisfactory	Good	Excellent
1	2	3	4	5
The response	The response	The response	The response	The response
addresses the	addresses the	addresses the	addresses the	addresses the
criteria in a very	criteria in a non-	criteria in an	criteria in a	criteria in an
inadequate way.	specific or	adequate way.	substantial way.	outstanding
	unsatisfactory			way.
	way.			

Minimum Scoring Threshold

Proposals must meet both an individual <u>and</u> an overall minimum score threshold in order to be considered for funding.

Applicants must earn a minimum of **50 percent** of the Maximum Points in the *Community Engagement*, *Project Description* and *Budget Section* Rating Factors, as follows:

Community Engagement: Minimum score of 5.0
 Project Description: Minimum score of 6.5
 Budget Section: Minimum score of 5.0

In addition to the individual minimum scoring thresholds for these three sections, applicants must earn an overall weighted score of <u>133</u> or higher in order to be considered for funding (65 percent of 204).

Funding Decisions

As explained on page 13, applicants will compete for funds within either the Small or Large Scope category. BSCC will move down the ranked lists to fund all qualified applicants (i.e. proposals that meet the scoring threshold requirements) in each category until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category. Any funds remaining after all possible qualified applicants have been funded will be held for the next Proposition 47 Request for Proposal.

In the case of a tied score, the applicant with the highest score in the Project Description section will be awarded funds. If the tie remains, the applicant with the highest combined point total across the Community Engagement and Budget Section will be awarded.

Summary of Key Dates
The table below shows a timeline with key dates related to implementation of the Proposition 47 Grant.

Activity	Date	
Release Request for Proposals	January 18, 2019	
Notice of Intent to Apply Due to the BSCC	February 18, 2019	
Proposals Due to the BSCC	March 18, 2019	
Proposal Rating Process and Development of Funding Recommendations	March-June 2019	
BSCC Board Considers Funding Recommendations	June or July 2019	
Notices to Public Agency Applicants	June or July 2019	
New Grants Begin (planned)	August 15, 2019	
Mandatory New Grantee Orientation	September 2019 (Date to be determined)	

ATTACHMENTS

Attachment A: Proposition 47

Proposition 47 – In Pertinent Part

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 33. Creation of Safe Neighborhoods and Schools Fund

- 7599. (a) A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter.
- (b) For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.

7599.1. Funding Appropriation.

- (a) On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.
- (b) Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).
- c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.
- 7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.
- (a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:
- (1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.
- (2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.

- (3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.
- (b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.
- (c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.
- (d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).
- (e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.
- (f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

Attachment B: Assembly Bill 1056

Assembly Bill No. 1056

[Approved by Governor October 02, 2015. Filed with Secretary of State October 02, 2015.]

AB 1056, Atkins. Second Chance Program.

(1) Existing law, until January 1, 2020, establishes the Social Innovation Financing Program, and requires the Board of State and Community Corrections to administer the program. Existing law, among other things, authorizes the board, upon appropriation of funds by the Legislature for deposit into the Recidivism Reduction Fund, to award grants in amounts of not less than \$500,000 and not more than \$2,000,000 to each of 3 counties, selected as specified, for the purpose of entering into a pay for success or social innovation financing contract, pursuant to which private investors agree to provide financing to service providers to achieve social outcomes agreed upon in advance and the government agency that is a party to the contractual agreement agrees to pay a return on the investment to the investors if successful programmatic outcomes are achieved by the service provider. Existing law limits the total amount of the grants awarded to \$5,000,000. Existing law requires each county receiving an award to report annually to the Governor and Legislature on the status of its program. Existing law requires the board to compile the county reports and submit a summary report to the Governor and the Legislature annually.

This bill would extend the operation of that program and the reporting requirements until January 1, 2022.

This bill would also require the board to administer a competitive grant program that focuses on community-based solutions for reducing recidivism. The bill would establish minimum criteria for the grant program and would require the board to establish an executive steering committee, as specified, to make recommendations regarding the design, efficacy, and viability of proposals and to make recommendations on guidelines for the submission of proposals for the grant program, including threshold or scoring criteria, or both. Among other things, the bill would require those guidelines to prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism, and that leverage certain other federal, state, and local funds or social investments. The bill would define recidivism, for the purposes of these provisions, as a conviction of a new felony or misdemeanor committed within 3 years of release from custody or committed within 3 years of placement on supervision for a previous criminal conviction.

(2) The Safe Neighborhoods and Schools Act establishes within the State Treasury the Safe Neighborhoods and Schools Fund to receive moneys transferred from the General Fund in an amount equal to the savings resulting from the implementation of the act, as specified. The act requires that 65% of the moneys in the Safe Neighborhoods and Schools Fund be allocated the Board of State and Community Corrections to administer a grant program to public agencies aimed at supporting specified types of programs, including diversion programs, for people in the criminal justice system with an emphasis on programs that reduce recidivism, as specified.

This bill would create the Second Chance Fund in the State Treasury for the purpose of funding the above-described recidivism reduction program. The bill would require the Controller, upon order of the Director of Finance, to transfer the moneys available to the Board of State and Community Corrections from the Safe Neighborhoods and Schools Fund into the Second Chance Fund. The bill would also authorize the Second Chance Fund to receive moneys from any other federal, state, or local grant, or from any private donation. The bill would prohibit the board from using the moneys in the fund to supplant existing programs and from spending more than 5% per year of the total moneys in the fund for administrative purposes.

The bill would require the board to administer these provisions, and moneys in the fund would be continuously appropriated to the board for expenditure for these purposes. By creating a continuously appropriated fund, this bill would make an appropriation.

(3) The Safe Neighborhoods and Schools Act provides that its provisions may be amended by a statute, passed by a $^{2}/_{3}$ vote of each house of the Legislature and signed by the Governor, that is consistent with and furthers the intent of the act.

This bill would declare that its provisions further the intent of the Safe Neighborhoods and Schools Act.

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares all of the following:

- (a) California voters approved Proposition 47, known as the Safe Neighborhoods and Schools Act of 2014. The measure was enacted to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonviolent and nonserious crime, and to invest the resulting savings into prevention and support programs.
- (b) Research has shown that people in the criminal justice system disproportionately suffer from mental health issues and substance use disorders. Nationally, over one-half of all people in prisons or jails have experienced a mental health issue within the last year, and over one-half of women and 44 percent of men in jail have a drug or alcohol dependency.
- (c) People in the criminal justice system and formerly incarcerated individuals have difficulty securing housing and employment following their incarceration. These challenges are compounded for people living with mental health issues or substance use disorders. As a result, many formerly incarcerated people, especially those with mental health issues or substance abuse disorders experience homelessness. Experiencing homelessness greatly increases the likelihood that a formerly incarcerated person will recidivate.
- (d) Offering people in the criminal justice system and formerly incarcerated individuals meaningful access to mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services has been shown to decrease the likelihood of future contact with law enforcement and the criminal justice system.

- (e) Prioritizing the state savings realized by the implementation of the Safe Neighborhoods and Schools Act of 2014 for projects that combine mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services will help the state meaningfully reduce recidivism.
- (f) By prioritizing projects that offer comprehensive interventions, the Legislature intends for public agencies, nonprofits, and other community-based providers of services to people in the criminal justice system and formerly incarcerated individuals to leverage additional federal, state, and local funds for social investment resources.
- (g) The Legislature intends to promote the use of restorative justice principles in addressing recidivism.

SEC. 2.

Section 97013 of the Government Code is amended to read:

97013.

- (a) Each county receiving an award shall report annually to the board on the status of its ongoing social innovation financing program. The report shall also contain an accounting of the moneys awarded.
- (b) The board shall compile the county reports and submit a summary report to the Governor and Legislature annually.
- (c) A report made pursuant to this section shall be made in accordance with the requirements of Section 9795.
- (d) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3.

Section 97015 of the Government Code is amended to read:

97015.

This title shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 4.

Article 5 (commencing with Section 6046) is added to Chapter 5 of Title 7 of Part 3 of the Penal Code, to read:

Article 5. Second Chance Program

6046.

- (a) The purpose of this article is to build safer communities by investing in community-based programs, services, and initiatives for formerly incarcerated individuals in need of mental health and substance use treatment services.
- (b) The program established pursuant to this article shall be restricted to supporting mental health treatment, substance use treatment, and diversion programs for persons in

the criminal justice system, with an emphasis on programs that reduce recidivism of persons convicted of less serious crimes, such as those covered by the Safe Neighborhoods and Schools Act of 2014, and those who have substance use and mental health problems.

(c) The Board of State and Community Corrections shall administer a grant program established pursuant to this article.

6046.1.

For the purposes of this article, the following definitions shall apply:

- (a) "Board" means the Board of State and Community Corrections.
- (b) "Fund" means the Second Chance Fund established pursuant to Section

6046.2.

- (c) "Public agency" means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.
- (d) "Recidivism" means a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

6046.2.

- (a) The Second Chance Fund is hereby created in the State Treasury. The board shall be responsible for administering the fund. Moneys in the fund are hereby continuously appropriated without regard to fiscal year for the purposes of this article.
- (b) (1) The Controller, upon order of the Director of Finance, shall transfer moneys available to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code into the Second Chance Fund.
- (2) The Second Chance Fund may receive moneys from any other federal, state, or local grant, or from any private donation or grant, for the purposes of this article.
- (c) The board shall not spend more than 5 percent annually of the moneys in the fund for administrative costs.

6046.3.

- (a) The board shall administer a competitive grant program to carry out the purposes of this article that focuses on community-based solutions for reducing recidivism. The grant program shall, at minimum, do all of the following:
- (1) Restrict eligibility to proposals designed to serve people who have been arrested, charged with, or convicted of a criminal offense and have a history of mental health or substance use disorders.

- (2) Restrict eligibility to proposals that offer mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.
 - (3) Restrict eligibility to proposals that have a public agency as the lead applicant.
- (b) The board shall form an executive steering committee that includes, but is not limited to, a balanced and diverse membership from relevant state and local government entities, community-based treatment and service providers, and the formerly incarcerated community. The committee shall have expertise in homelessness and housing, behavioral health and substance abuse treatment, and effective rehabilitative treatment for adults and juveniles. The committee shall make recommendations regarding the design, efficacy, and viability of proposals, and make recommendations on guidelines for the submission of proposals, including threshold or scoring criteria, or both, that do all of the following:
- (1) Prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism.
- (2) Prioritize proposals that leverage other federal, state, and local funds or other social investments, such as the following sources of funding:
 - (A) The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
 - (B) The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
 - (C) Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
 - (D) The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
 - (E) The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
 - (F) The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
 - (G) The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
 - (H) Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.
 - (I) The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).
 - (3) Prioritize proposals that provide for all of the following:
- (A) Mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.
- (B) Housing-related assistance that utilizes evidence-based models, including, but not limited to, those recommended by the federal Department of Housing and Urban Development. Housing-related assistance may include, but is not limited to, the following:

- (i) Financial assistance, including security deposits, utility payments, moving-cost assistance, and up to 24 months of rental assistance.
- (ii) Housing stabilization assistance, including case management, relocation assistance, outreach and engagement, landlord recruitment, housing navigation and placement, and credit repair.
- (C) Other community-based supportive services, such as job skills training, case management, and civil legal services.
- (4) Prioritize proposals that leverage existing contracts, partnerships, memoranda of understanding, or other formal relationships to provide one or more of the services prioritized in paragraph (3).
- (5) Prioritize proposals put forth by a public agency in partnership with a philanthropic or nonprofit organization.
 - (6) Prioritize proposals that promote interagency and regional collaborations.
- (7) Consider ways to promote services for people with offenses identical or similar to those addressed by the Safe Neighborhoods and Schools Act of 2014, without precluding assistance to a person with other offenses in his or her criminal history.
 - (8) Consider geographic diversity.
 - (9) Consider appropriate limits for administrative costs and overhead.
 - (10) Consider proposals that provide services to juveniles.
- (11) Permit proposals to expand the capacity of an existing program and prohibit proposals from using the fund to supplant funding for an existing program.

SEC. 5.

The Legislature finds and declares that this act furthers the intent of the Safe Neighborhoods and Schools Act enacted by Proposition 47 at the November 4, 2014, general election.

Attachment C: Glossary of Key Terms

Cultural Competence

Cultural competence² is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

The word **culture** is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word **competence** is used because it implies having the capacity to function effectively. Five essential elements contribute to a system's institution's, or agency's ability to become more culturally competent which include:

- 1. Valuing diversity
- 2. Having the capacity for cultural self-assessment
- 3. Being conscious of the dynamics inherent when cultures interact
- 4. Having institutionalized culture knowledge
- 5. Having developed adaptations to service delivery reflecting an understanding of cultural diversity

These five elements should be manifested at every level of an organization including policy making, administrative, and practice. Further these elements should be reflected in the attitudes, structures, policies and services of the organization.

Diversion Programs

In the context of criminal law, diversion refers to diverting an individual out of the criminal justice system by having them complete a diversion program rather than be incarcerated or serve another alternative sentence. Criminal charges are typically dropped when an individual successfully completes a diversion program. The purpose of a diversion program is to effect rehabilitation while avoiding the stigma of a criminal conviction.

A diversion program allows the individual to avoid prosecution by completing various requirements for the program. These requirements could include:

- 1. Education aimed at preventing future offenses by the offender;
- 2. Restitution to victims of the offense;
- 3. Completion of community service hours;
- 4. Avoiding situations for a specified period of time in the future that may lead to committing another such offense.

Diversion programs are usually only available to individuals charged with misdemeanors and nonviolent felonies involving drugs or alcohol. In some jurisdictions, diversion may be available to individuals charged with domestic violence, child abuse or neglect, traffic-related

² Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). *Towards A Culturally Competent System of Care, Volume I.* Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.

offenses, or even writing bad checks. Diversion programs are primarily governed by state laws, which vary by state.

Project Evaluation:

Process Evaluation³

The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?" Examples of process measures could include:

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.
- Number of trainings conducted.
- Number of neighborhood meetings conducted.

Outcome Evaluation⁴

The purpose of the outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures include:

- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

In an evidence-based practice approach, outcome evaluations must include not only the measures but also analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

Goals and Objectives

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁵.

³Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.

⁵ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program.* Retrieved from http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm.

Examples of goal statements⁶:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁷. Objectives detail the tasks that must be completed to achieve goals⁸. Descriptions of objectives in the proposals should include three elements⁹:

- 1) Direction the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe when the objective will be achieved; and
- 3) Target Population who is affected by the objective.

Examples of program objectives¹⁰:

- By the end of the program, young, drug-addicted juveniles will recognize the longterm consequences of drug use.
 - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Housing Models (Examples)

1. Housing First

Housing First is an approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements:

- There is a focus on helping individuals and families access and sustain rental housing as quickly as possible and the housing is not time-limited;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being:
- Such services are time-limited or long-term depending upon individual need; and

⁶ Id. at p. 4.

⁷ National Center for Justice Planning. Overview of Strategic Planning. Where Do We Want to Be? Goals and Objectives. Retrieved from http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives.

⁸ Id.; see supra fn 1.

⁹ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). Juvenile Justice Program Evaluation: An overview (Second Edition) p. 5. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf. 10 *ld*.

 Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.
 Source: National Alliance to End Homelessness

2. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly-funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.

Source: U.S. Interagency Council on Homelessness

3. Bridge Housing

The Bridge Housing model is transitional housing used as a short-term stay when an individual has been offered and accepted a permanent housing intervention, but access to that permanent housing is still being arranged.

Source: Department of Veterans Affairs

4. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions — like employment, income, absence of criminal record, or sobriety — and the resources and services provided are tailored to the unique needs of the household.

Rapid re-housing has the following core components:

a. Housing Identification

- Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
- Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
- Assist households to find and secure appropriate rental housing.

b. Rent and Move-In Assistance

 Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.

c. Rapid Re-Housing Case Management and Services

- Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
- Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
- Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
- Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
- Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
- Provide or assist the household with connections to resources that help them
 improve their safety and well-being and achieve their long-term goals. This
 includes providing or ensuring that the household has access to resources
 related to benefits, employment, and community-based services (if needed
 and appropriate), so that they can sustain rent payments independently when
 rental assistance ends.
- Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.

Source: U.S. Interagency Council on Homelessness

5. Transitional Housing

Transitional Housing: a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living. The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient.

Source: U.S. Department of Housing and Urban Development

6. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen,

Lipsey and others.¹¹ Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990¹²; Cullen and Gendreau, 2000¹³; Lipsey 1999¹⁴), several "principles of effective intervention" have been identified. These principles can be briefly categorized as the following:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
 - o Risk Principle
 - Need Principle
 - o Responsivity Principle
 - Dosage
 - o Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

Recidivism

Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.¹⁵

Restorative Justice

Restorative justice is an evolving response to wrongdoing that respects the dignity and equality of each person, builds understanding, and promotes social harmony through the healing of survivors, those who have committed wrongdoing and communities.

Restorative justice provides an opportunity for survivors to obtain reparation, feel safer and seek healing; allows those who have committed wrongdoing to gain insight into the causes and effects of their behavior, to take responsibility in a meaningful way and seek healing; and enables communities to understand the underlying causes of wrongdoing, to promote community well- being and to prevent crime.

¹¹ For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. Offender rehabilitation: Effective correctional intervention. Brookfield, Vt.: Ashgate Darthmouth.

¹² Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. Criminology 28(3):369-404.

¹³ Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

¹⁴ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? The Annuals of the American Academy of Political and Social Science, 564(2):142-166.

¹⁵ Cal. Penal Code § 6046.2(d)). "Committed" refers to the date of offense, not the date of conviction.

Substance Use Disorder Treatment (Examples)

According to the Substance Abuse and Mental Health Services Administration, a treatment system for substance use disorders could be comprised of multiple service components, including, but not limited to the following:

- Individual and group counseling
- Inpatient and residential treatment
- Intensive outpatient treatment
- Partial hospital programs
- Case or care management
- Medication
- Recovery support services
- 12-Step fellowship
- Peer supports

Other services that may qualify could include:

- Withdrawal management
- Culturally rooted community healing practices

Trauma-Informed Care¹⁶

According to the Substance Abuse and Mental Health Services Administration, "A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

SAMHSA's concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice
- Cultural, historical, and gender issues.

¹⁶ Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions*. Retrieved July 22, 2016, from http://www.samhsa.gov/nctic/trauma-interventions

Attachment D: 2019-2023 Proposition 47 Local Advisory Committee Membership Roster

Lead Public Agency:

Individual Name	Job Title	Agency/Organization

Attachment E: Proposition 47 Local Advisory Committee Letter of Agreement

Note: This letter is to be signed by Lead Agency and <u>all</u> members of the Proposition 47 Local Advisory Committee. Photocopies of signatures are acceptable. Include additional signature lines as necessary.

(Date)

This is a letter of agreement between (Lead Agency) and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by (Lead Agency) using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

(Note: Applicants may provide additional information; e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)

Signed in mutual agreement,

Signature

LEAD PUBLIC AGENCY SIGNATURE

Name, Title Name of Lead Agency Address	
PROPOSITION 47 LOCAL ADVISORY	COMMITTEE MEMBER SIGNATURES
X	X
Signature	Signature
Name, Title	Name, Title
Name of Partner Organization	Name of Partner Organization
Address	Address

Attachment F: Local Government Impact Letters

The Proposition 47 grant encourages community engagement, innovation and financial leveraging as avenues for communities to develop projects that best fit their needs. In supporting this approach, proposed projects may have unforeseen or unintended impacts on local government agencies that prevent projects from operating as intended (e.g. a significant increase in referrals to county behavioral health, lack of coordination between local agencies that provide similar services, duplication of services, etc.).

To acknowledge any anticipated impacts, each Lead Agency is required to:

- Identify each public agency that reasonably could be expected to be impacted by this grant project;
- Submit a Letter of Agreement signed by both the Lead Agency and the impacted public agency that includes the following:
 - o The name of the Proposition 47 project and a brief project description;
 - A description of how the Proposition 47 project might impact the public agency;
 and
 - An explanation of how the Lead Agency and the impacted public agency will work together to address stated impacts.

Note: If the Lead Agency concludes that the Proposition 47 project will not impact any other local government agency, the Lead Agency must include a letter to that effect.

Attachment G: Sample Grant Agreement

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORIITY NUMBER (If STANDARD AGREEMENT STD 213 (Rev 10-2018) **BSCC XXX-19** 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME **BOARD OF STATE AND COMMUNITY CORRECTIONS** CONTRACTOR NAME **GRANTEE** 2. The term of this Agreement is: START DATE **AUGUST 15. 2019** THROUGH END DATE MAY 15, 2023 3. The maximum amount of this Agreement is: \$000,000.00 4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement. **EXHIBITS** TITLE PAGES Exhibit A Scope of Work 3 Exhibit B **Budget Detail and Payment Provisions** 4 Exhibit C General Terms and Conditions (04/2017) 4 ExhibitD Special Terms and Conditions 4 2019 Prop 47 Request for Proposal* Attachment 1 2019 Prop 47 Application for Funding Attachment 2 XX Prop 47 Executive Steering Committee Appendix A 1 Appendix B Criteria for Non-Governmental Organizations Receiving Prop 47 Funds This item hereby incorporated by reference be viewed at: IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. CONTRACTOR CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) GRANTEE NAME CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP PRINTED NAME OF PERSON SIGNING TITLE CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED **CONTRACTING AGENCY** CONTRACTING AGENCY NAME **BOARD OF STATE AND COMMUNITY CORRECTIONS** CONTRACTING AGENCY ADDRESS CITY STATE ZIP 2590 Venture Oaks Way, Ste 200 Sacramento CA 95833 PRINTED NAME OF PERSON SIGNING TITLE MARY JOLLS **Deputy Director** CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

SAMPLE - EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT - PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections, hereafter referred to as BSCC and x, hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. Project summary here...
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2019 Prop 47 Request for Proposal (incorporated by reference) and Attachment 2: 2019 Prop 47 Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

Title: Address: Phone: Email:

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Title: Address: Phone:
Designated Financial Officer authorized to receive warrants
Name: Title: Address: Phone: Email:
Project Director authorized to administer the project: Name:

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

SAMPLE - EXHIBIT A SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in Attachment 1: 2019 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.

5. PROGRESS REPORTS AND EVALUATIONS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods

1. August 15, 2019 to December 31, 2019

2. January 1, 2020 to March 31, 2020

3. April 1, 2020 to June 30, 2020

4. July 1, 2020 to September 30, 2020

5. October 1, 2020 to December 31, 2020

January 1, 2021 to March 31, 2021

7. April 1, 2021 to June 30, 2021

8. July 1, 2021 to September 30, 2021

9. October 1, 2021 to December 31, 2021

10. January 1, 2022 to March 31, 2022

11. April 1, 2022 to June 30, 2022

12. July 1, 2022 to August 15, 2022

13. October 1, 2022 to December 31, 2022

B. Evaluation Reports

1. Local Evaluation Plan

2. Two-Year Preliminary Evaluation Report

3. Final Local Evaluation Report

Due no later than:

February 15, 2020

May 15, 2020

August 15, 2020

November 15, 2020

February 15, 2021

May 15, 2021

August 15, 2021

November 15, 2021

February 15, 2022

May 15, 2022

August 15, 2022

September 30, 2022

February 15, 2023

Due no later than:

December 31, 2019

August 15, 2021

May 15, 2023

C. Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

SAMPLE - EXHIBIT A SCOPE OF WORK

- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. In cases of an actual conflict of interest with an Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

1. INVOICING AND PAYMENTS (Grantees to select Monthly or Quarterly)

A. **Monthly Invoicing:** The Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Grant Cycle Monthly Invoicing Periods

- 1. August 15, 2017 to September 30, 2019
- 2. October 1, 2019 to October 31, 2019
- 3. November 1, 2019 to November 30, 2019
- 4. December 1, 2019 to December 31, 2019
- 5. January 1, 2020 to January 31, 2020
- 6. February 1, 2020 to February 28, 2020
- 7. March 1, 2020 to March 31, 2020
- 8. April 1, 2020 to April 30, 2020
- 9. May 1, 2020 to May 31, 2020
- 10. June 1, 2020 to June 30, 2020
- 11. July 1, 2020 to July 31, 2020
- 12. August 1, 2020 to August 31, 2020
- 13. September 1, 2020 to September 30, 2020
- 14. October 1, 2020 to October 31, 2020
- 15. November 1, 2020 to November 30, 2020
- 16. December 1, 2020 to December 31, 2020
- 17. January 1, 2021 to January 31, 2021
- 18. February 1, 2021 to February 28, 2021
- 19. March 1, 2021 to March 31, 2021
- 20. April 1, 2021 to April 30, 2021
- 21. May 1, 2021 to May 31, 2021
- 22. June 1, 2021 to June 30, 2021
- 23. July 1, 2021 to July 31, 2021
- 24. August 1, 2021 to August 31, 2021
- September 1, 2021 to September 30, 2021
- 26. October 1, 2021 to October 31, 2021
- 27. November 1, 2021 to November 30, 2021
- 28. December 1, 2021 to December 31, 2021
- 29. January 1, 2022 to January 31, 2022
- 30. February 1, 2022 to February 29, 2022
- 31. March 1, 2022 to March 31, 2022
- 32. April 1, 2022 to April 30, 2022
- 33. May 1, 2022 to May 31, 2022
- 34. June 1, 2022 to June 30, 2022
- 35. July 1, 2022 to July 31, 2022
- 36. August 1, 2022 to August 31, 2022
- 37. September 1, 2022 to September 30, 2022
- 38. October 1, 2022 to October 31, 2022

Due no later than:

November 15, 2019

December 15, 2019

January 15, 2020

February 15, 2020

March 15, 2020

April 15, 2020

May 15, 2020

June 15, 2020

July 15, 2020

August 15, 2020

September 15, 2020

October 15, 2020

November 15, 2020

December 15, 2020

January 15, 2021

February 15, 2021

March 15, 2021

April 15, 2021

May 15, 2021

June 15, 2021

July 15, 2021

outy 10, 2021

August 15, 2021

September 15, 2021

October 15, 2021

November 15, 2021

December 15, 2021

January 15, 2022

February 15, 2022

March 15, 2022

April 15, 2022

May 15, 2022

June 15, 2022

July 15, 2022

August 15, 2022

September 15, 2022

October 15 2022

October 15, 2022

November 15, 2022

December 15, 2022

39. November 1, 2022 to November 30, 2022

40. December 1, 2022 to December 31, 2022

41. January 1, 2023 to January 31, 2023

42. February 1, 2023 to February 15, 2023

Evaluation Invoicing Period*

43. February 16, 2023 to March 31, 2023

44. April 1, 2023 to May 15, 2023

January 15, 2023 February 15, 2023 March 15, 2023 April 15, 2023

Due no later than

May 15, 2023 June 30, 2023

*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on invoices due for the Evaluation Invoicing Period.

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due April 15, 2023. Project costs/match contributions incurred after February 15, 2022 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period (invoices 43, 44, due dates listed above). All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2022.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site.
- A. **Quarterly Invoicing:** Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period

Grant Cycle Quarterly Invoicing Periods

- 1. August 15, 2019 to December 31, 2019
- 2. January 1, 2020 to March 31, 2020
- 3. April 1, 2020 to June 30, 2020
- 4. July 1, 2020 to September 30, 2020
- 5. October 1, 2020 to December 31, 2020
- 6. January 1, 2021 to March 31, 2021
- 7. April 1, 2021 to June 30, 2021
- 8. July 1, 2021 to September 30, 2021
- 9. October 1, 2021 to December 31, 2021
- 10. January 1, 2022 to March 31, 2022
- 11. April 1, 2022 to June 30, 2022
- 12. July 1, 2022 to August 15, 2022
- 13. October 1, 2022 to February 15, 2023

Due no later than:

February 15, 2020

May 15, 2020

August 15, 2020

November 15, 2020

February 15, 2021

May 15, 2021

August 15, 2021

November 15, 2021

February 15, 2022

May 15, 2022

August 15, 2022

September 30, 2022

March 31, 2022, 2023

Evaluation Invoicing Period*

Due no later than

14. February 16, 2023 to May 15, 2023

June 30, 2023

Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on the final invoice due June 30, 2023.

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due March 31, 2023. Project costs/match contributions incurred after February 15, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period, February 16, 2023 to May 15, 2023. All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.
- B. If Proposition 47 funding for any fiscal year is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the

- option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the provisions BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provision, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Item	A. Grant Funds	B. Leveraged Funds	C. Total Project Value (A+B)	Percentage of Funds
Salaries and Benefits (Lead Agency only)				
Services and Supplies (Lead Agency only)				
Professional Services & Public Agency Subcontracts	0,			
Community-Based Organization Subcontracts (minimum 50%)				
5. Indirect Costs (Lead Agency only)				
6. Data Collection and Evaluation (minimum 5% of requested grant funds or \$25,000, whichever is greater)				
7. Fixed Assets/Equipment (Lead Agency only)				
8. Other (Travel, Training, etc.) (Lead Agency only)				
TOTALS				

- 1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- **3. ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- **6. DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- **8. INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that

comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seg.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11.CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- **12.TIMELINESS**: Time is of the essence in this Agreement.
- **13.COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- **14.GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- **15. ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:

- "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- **16.CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **17.UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- **18.PRIORITY HIRING CONSIDERATIONS**: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions

funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- **20.LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2019 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2019 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses.

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

4. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement, including the eligibility requirements stated in the Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

5. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

6. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 3 years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the

- activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.
- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2019 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the

Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Attachment H: Sample Governing Board Resolution

Before grant funds can be reimbursed, a prospective grantee must <u>either</u> (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement <u>or</u> (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g. a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer).

Below is sample language for a resolution. Applicants are encouraged to submit the resolution with their application.

WHEREAS the *(insert name of Lead Agency)* desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* be authorized on behalf of the *(insert name of Governing Board)* to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the *(insert name of Lead Agency)* agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the *(insert name of Governing Board)* in a meeting thereof held on *(insert date)* by the following:

Ayes: Notes:		
Absent:	Date	
Signature:	Date:	
Typed Name and Title:		
ATTEST: Signature:	Date:	
Typed Name and Title:		

Attachment I: Proposition 47 Project Work Plan

Each public agency applicant must develop a 1-page Project Work Plan as part of this RFP process. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline.

To build the Proposition 47 Project Work Plan, applicants should copy and paste the following tables into a separate document. List only the top three goals of the project.

(1) Goal:				
Objectives:				
Project activities that s	upport the	Responsible staff/	Time	line
identified goal and obje	ectives	partners	Start Date	End Date
(0) Cool.				
(2) Goal:				
Objectives:				
		I =		
Project activities that so		Responsible staff/	Time	
identified goal and obje	ectives	partners	Start Date	End Date
(3) Goal:				
Objectives:				
Project activities that s		Responsible staff/	Time	
identified goal and obje	ectives	partners	Start Date	End Date

Attachment J: List of Partner Agencies/Organizations

Lead Public Agency:

Other Public Agency Partners

	Name of Agency	2-3 sentence description of services to be provided
1		
2		
3		
4		
5		

Non-Governmental, Community-Based Partners (if known)

	Name of Organization	2-3 sentence description of services to be provided
1		
2		
3		
4		
5		

Add additional rows as needed.

Attachment K: Grantee Assurance for Third Party Non-Governmental Organizations

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. Pages 6-7 of the RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
 - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

1. In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

Lead Public Agency:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. These records will be subject to the records and retention language found in the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed on pages 6-7 of the Proposition 47 RFP have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)				
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS	
STREET ADDRESS	CITY	STATE ZIP C	ODE	
APPLICANT'S SIGNATURE (Blue Ink O	nly)	DATE	!	
X				

Attachment L: Proposition 47 Budget Table

The Proposition 47 Budget Table is a stand-alone Microsoft Excel attachment. The Budget Table is located on the BSCC <u>website</u>. A completed Budget Table must reflect <u>all</u> grant and leveraged funds that are requested. The Budget Table has built-in auto tally features to assist applicants in the accurate reporting of budget line items.

Appendix A: Proposition 47 Executive Steering Committee Roster

Proposition 47 Executive Steering Committee

Scott Budnick, Co-Chair, BSCC Board Member, President, Anti-Recidivism Coalition, Los Angeles

Leticia Perez, Co-Chair, BSCC Board Member, Kern County Supervisor

John Bauters, Policy Director, Californians for Safety & Justice, Alameda County

Christine Brown-Taylor, Reentry Manager, San Diego County Sheriff's Department

Charity Chandler, Director of Contracts Administration, AIDS Healthcare Foundation, Los Angeles County

Isaiah Crompton, Founder and Executive Director, Isaiah's Sober Living, Kern County

Shelley Curran, Director of Criminal Justice Services, Judicial Council of California, San Francisco

George Eskin, Consultant/Retired Judge, Santa Barbara County

Dr. Mark Ghaly, Director, Community Health & Integrated Programs, L.A. County Dept. of Health Services

Frank Guzman, Staff Attorney, National Center for Youth Law, Alameda County

Stephanie James, Chief Probation Officer, San Joaquin County

John Jones, Life Coach, Communities United for Restorative Youth Justice, Alameda County

Richard Kuhns, Executive Director, Shasta, Modoc, Trinity and Siskiyou Counties Housing Authority

Ronald Lane, Deputy Chief Administrative Officer, San Diego County

Samuel Nuñez, Executive Director, Fathers & Families of San Joaquin, San Joaquin County

Vonya Quarles, Executive Director, Starting Over, Inc., San Bernardino County

Thomas Renfree, Executive Director, County Behavioral Health Directors Assoc. of California, Sacramento

Javier Stauring, Executive Director/Co-Founder, Healing Dialogue and Action, Los Angeles

PART II:

PROPOSAL INSTRUCTIONS

Proposal Checklist

Name	of	Public	Agency	Applicant:
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A complete Proposition 47 Proposal packet must contain the following (to be submitted in the order listed):

Required:	Check once Complete (√)
Proposal Checklist (signed by the applicant)	
Section I. Applicant Information Form (with original signature in blue ink)	
Section II. Proposal Narrative (up to and not exceeding 15 pages)	
Section III. Budget Narrative (up to and not exceeding 6 pages)	
Required Attachments:	
 Proposition 47 Local Advisory Committee Member Roster (Attachment D) 	
 Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment E) 	
 Letter(s) of Agreement for Impacted Local Government Agencies (Attachment F) 	
■ Proposition 47 Project Work Plan (Attachment I)	
List of Partner Agencies/Organizations (Attachment J)	
 Grantee Assurance for Third Party Non-Governmental Organizations (Attachment K) 	
 Proposition 47 Budget Table (Attachment L) 	
Optional:	
Governing Board Resolution (Attachment H) Note: The Governing Board Resolution is due prior to Grant Award Agreement, not at time of proposal submission.	
Assurance:	
Proposition 47 Grant Funds will not be used for the acquisition of real property or for programs or services provided in a custodial setting.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X		_	
	Public Agency Applicant Authorized Signature (see Applicant Information Form,	next	page)

Applicant Information Form Instructions

<u>Instructions for completing the Applicant Information Form:</u>

- **A. Public Agency Applicant:** Complete the required information for the public agency submitting the proposal. If submitting a joint proposal, list other public agencies participating.
- B. Tax Identification Number: Provide tax identification number.
- **C.** Project Title: Provide the selected title of the project.
- **D. Required Services:** Indicate which of the required Proposition 47 areas this proposal will address (mental health services, substance disorder treatment, diversion programs, or some combination thereof).
- **E.** Additional Services: Indicate whether the proposal will offer housing-related assistance and/or other supportive community-based services.
- **F. Project Summary:** Provide a brief summary (three to four sentences) of the proposal. Note: this information may be posted to the BSCC's website for informational purposes.
- **G. Grant Funds Requested:** Identify the amount of grant funds requested.
- **H. Pass-Through:** Of the amount listed in Item G., identify the <u>amount</u> of grant funds that will be sub-contracted to non-governmental community organizations. Also list this amount as a percentage of the total grant funds requested.
- **I. Financial Leveraging:** Identify the total amount of funds this proposal will leverage using other (non-Prop 47) sources (see "Funding" section).
- **J. Project Director:** Provide the name, title and contact information for the individual responsible for oversight of the project. This person must be an employee of the Lead Agency.
- **K. Financial Officer:** Provide the name, title and contact information for the individual responsible for the fiscal management of the project (e.g., invoices, expenditure documentation and audit). This person must be an employee of the Lead Agency.
- **L. Day-to-Day Programmatic Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. This person must be an employee of the Lead Agency.
- **M.** Day-to-Day Fiscal Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. This person must be an employee of the Lead Agency
- **N.** Authorized Signature: Complete the required information for the person authorized to sign for the Public Agency Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Section I. Applicant Information Form

A. PUBLIC AGENCY APPLICANT		B. TAX IDENTIFI	CATION NUMBER	R
NAME OF PUBLIC AGENCY		TAX IDENTIFICATI	ION #:	
STREET ADDRESS	CITY		STATE ZI	P CODE
MAILING ADDRESS (if different)	CITY		STATE ZI	P CODE
IF A JOINT PROPOSAL, LIST OTH	IER (NON-LEAD) PU	BLIC AGENCIES:		
, ,				
C. PROJECT TITLE				
D. REQUIRED SERVICES (Check	all that apply)	E. ADDITIONAL	SERVICES (Chec	ck all that apply)
 MENTAL HEALTH SERVICES SUBSTANCE USE DISORDER DIVERSION PROGRAMS 	TREATMENT		RELATED SERVICE MMUNITY-BASED \$	
F. PROJECT SUMMARY (Provide	a clear and concise	summary of the pro	posed project)	
G. GRANT FUNDS REQUESTED	H. Amount of Funds Community Organi		I. Total Amount Leveraged	of Other Funds to be
\$	\$	percent	\$	
¥	*	F		
J. PROJECT DIRECTOR		·		
J. PROJECT DIRECTOR	TITLE	·	HONE NUMBER (D	irect Line)
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J. PROJECT DIRECTOR NAME		TELEP	HONE NUMBER (D	irect Line)
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M. DAY-TO-DAY FISCAL CO	NTACT		
NAME	TITLE	TELEPHO	NE NUMBER (Direct Line)
STREET ADDRESS		FAX NUME	BER
CITY	STATE	ZIP CODE EN	IAIL ADDRESS
N. AUTHORIZED SIGNATURE			
By signing this application, I hereby ce the BSCC, and that the grantee and an			the authority to enter into contract with edures governing this funding.
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHO	NE NUMBER (Direct Line)
STREET ADDRESS		FAX NUME	BER
CITY	STATE	ZIP CODE EN	IAIL ADDRESS
APPLICANT'S SIGNATURE (Blu	e Ink Only)		DATE
X			

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Proposition 47 proposal are considered to be public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Section II. Proposal Narrative

<u>Instructions</u>: The Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be double-spaced and cannot exceed **15 pages** in length. Non-narrative elements of the proposal, such as a flow chart may be single-spaced.

For the Proposal Narrative, address each of the sections below. Each section should be titled according to its section header (i.e. Project Need, Community Engagement, Project Description, etc.). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

Applicants may include a one-page bibliography containing citations, if it conforms to common research formats (e.g. American Psychological Association, Modern Language Association, etc.).

The 15-page limit <u>does not include</u> the Proposal Checklist, Applicant Information Form, Budget Section and all other required attachments (see *Proposal Checklist*, page 70).

It is up to the applicant to determine how to use the total page limit in addressing each section, however as a guide, the percent of total point value for each section is listed under each header.

RATING FACTOR 1: PROJECT NEED

Percent of Total Value: 15%

Address the following in narrative form:

- What need(s) will be addressed by this project? Explain whether the need is driven by gaps in services.
- What is the target population?
- Provide detailed local data (qualitative and quantitative) to support the described need(s) and target population. Cite all data sources*
- Describe how you considered the needs of underserved populations in your community and disparities based on race, ethnicity, gender, sexual orientation, or immigration status, etc.
- How are the identified need(s) and target population connected to the intent of Proposition 47?

*In addition to any local data the applicant wishes to cite, applicants may wish to consult the following data sets from 2013-2017, in order to support the need:

Proposition 47 State and County Level Impacts

- Population Data
- Arrest Data
- Jail Data

Data sets can be found under the Cohort 2 Grant Cycle heading on the BSCC website.

This section of the proposal will be scored on the following criteria:

	Rating Criteria for PROJECT NEED
1.1	The need is identified and measurable. The applicant uses qualitative and quantitative data to support the description. The applicant described gaps in services that contribute to the need. All data sources are cited.
1.2	The target population is identified, measurable and correlates to the need. The applicant uses qualitative and quantitative data to support the description. All data sources are cited.
1.3	When identifying the target population, the applicant took reasonable steps to consider the needs of underserved populations in its community, including disparities based on race, ethnicity, gender, sexual orientation, or immigration status, etc.
1.4	Overall, the need(s) and target population align with the intent of Proposition 47.

RATING FACTOR 2: COMMUNITY ENGAGEMENT

Percent of Total Value: 20%

Address the following in narrative form:

- Complete a Proposition 47 Local Advisory Committee Membership Roster and attach it to the Proposal packet (see *Attachment D*). Refer the reader to the roster for a list of members.
- Describe the process used to determine which and how many individuals would be on the Proposition 47 Local Advisory Committee, in relation to the make-up and culture of the community and the identified need.
- Describe the process used to solicit membership.
- Describe the process used to ensure fair and balanced participation by all members in the identification of the need and the development of a plan.
- Complete Letter(s) of Agreement signed by all members of the Proposition 47 Local Advisory Committee and attach to the Proposal packet (see *Attachment E*).

	Rating Criteria for COMMUNITY ENGAGEMENT
2.1	The Proposition 47 Local Advisory Committee Membership Roster is attached.
2.2	Based on a review of the Membership Roster, the Proposition 47 Local Advisory Committee is made up of community stakeholders that include the formerly incarcerated and other individuals impacted by the justice system.

	Rating Criteria for COMMUNITY ENGAGEMENT
2.3	The membership of the Proposition 47 Local Advisory Committee is reflective of the make-up and culture of the community and the identified need.
2.4	The Lead Agency drew input from a wide cross-section of community stakeholders.
2.5	The community engagement process was fair, inclusive, comprehensive and transparent.
2.6	The Lead Agency describes the process by which the Proposition 47 Local Advisory Committee meetings are sufficiently noticed, accessible to the public and include opportunities for participation.
2.7	Letter(s) of Agreement signed by all members of the Proposition 47 Local Advisory Committee are attached.

RATING FACTOR 3: PROJECT DESCRIPTION

Percent of Total Value: 25%

Address the following in narrative form:

- List and describe the mental health services, substance use disorder treatment, diversion programs (or some combination thereof) to be funded by this grant.
- List and describe any supplemental housing-related services or other community-based supportive services that will be included in this grant, to include those funded by the grant and those leveraged from other sources (see page 14). Leveraged resources could include staff positions, services, supplies, equipment or other assets needed for the project's success.
- Describe why the interventions described above were chosen for this target population. Include supporting data, research, evidence, outcome evaluations, etc. that leads you to believe the intervention or strategy is likely to produce the desired benefit. Cite all sources.
- Describe the impact of trauma on the target population.
- Describe the service delivery approach for each service and/or program component. Identify the roles and responsibilities for all service providers. Include a list of all partner agencies/organizations (see *Attachment J*).
- Describe the process used to select those service providers and explain how you chose providers that best represent the needs and interests of the target population, including those with staff who are system-impacted or who have different educational levels and life experiences.
- Describe the referral process used to ensure the identified target population is referred for services, to include the use of risk and needs assessment tools.
- Explain how the proposed project will influence or contribute to overarching, long-term policy or systems change.
- Describe what you will do to minimize the amount of start-up time and be prepared to start once funds are awarded.

• Identify each public agency that could be impacted by this grant project and for each include a Letter of Agreement signed by both the Lead Agency and the impacted public agency or agencies (see *Attachment F*).

	Rating Criteria for PROJECT DESCRIPTION
3.1	The mental health services, substance use disorder treatment, diversion programs (or some combination thereof) funded by this grant are clearly identified and described.
3.2	In addition to the minimum required programs or services, the applicant will also provide or leverage housing-related assistance and other community-based supportive services, as per AB 1056.
3.3	The applicant presents a rationale for why each intervention (3.1 and 3.2) was chosen, i.e., some evidence that the intervention(s) will work with this target population and in this community.
3.4	The service delivery approach for each service and/or program component is described clearly. Roles and responsibilities for all service providers (to include the Lead Agency and all partners) are clearly identified. The approach is multi-disciplinary and collaborative. A list of all partner agencies/organizations is attached.
3.5	The applicant describes the process used to select service providers and describes how it will include providers that best represent the needs and interests of the target population, including those with staff who are system-impacted or who have different educational levels and life experiences.
3.6	The applicant has a plan for how to recruit individuals from the target population (referral process) and a plan for using risk/needs assessment tools to ensure the appropriate population is served.
3.7	This applicant has explained how this project will influence or contribute to overarching, long-term policy or systems change within the Lead Agency and the community it serves.
3.8	The applicant described how the project will address the impact of trauma on the target population.
3.9	The applicant has a plan to minimize start-up time so that services can be delivered as soon as possible.
3.10	The applicant assessed whether this project would impact other local government agencies, identified those agencies that could be impacted and included a Letter of Agreement for each.

RATING FACTOR 4: PROJECT EVALUATION PLAN

Percent of Total Value: 10%

Address the following in narrative form:

- List the goals and objectives for the proposed project (see *Attachment C* for definitions of the terms Goal and Objective).
- Complete a 1-page Proposition 47 Project Work Plan to show the top three goals for the project (see *Attachment I*).
- Identify both process and outcome measures for the proposed project:
 - Examples of process measures: services implemented on time, number of participants served, number of staff hired, number of service hours provided, etc.
 - Examples of outcome measures: number of individuals placed in permanent housing, number of individuals employed/for how long, number of individuals completed treatment and avoided relapse, number of individuals completed intervention and remained arrest-free, etc.

Note: At a minimum, recidivism reduction must be an outcome measure for the project. (See *Attachment C* for a glossary of terms.)

- Describe the preliminary plan for collecting and evaluating baseline data and outcome data, including any necessary data sharing agreements.
- Describe your plan for monitoring program fidelity to ensure interventions are implemented as intended.
- Describe the anticipated research design or methodology that will be used to complete the required evaluation reports and determine whether the project "worked" as intended (e.g., pre/post surveys, data analysis, etc.).
- Describe the plan for sharing outcomes with governing bodies, stakeholders and constituents.

	Rating Criteria for PROJECT EVALUATION PLAN
4.1	The goals and objectives are clearly directed to the needs described in
	the applicant's Project Need section. The Work Plan is attached.
4.2	The applicant has identified process and outcome measures that are
4.2	quantifiable and in line with the intent of Proposition 47.
4.3	At a minimum, recidivism reduction is included as an outcome
4.5	measure.
	The applicant has described a preliminary plan for how to collect and
4.4	evaluate baseline and outcome data related to the outcome measures.
	The applicant has provided for data sharing agreements, if necessary.
4.5	The applicant describes a reasonable plan for monitoring fidelity in
4.5	order to ensure that interventions are implemented as intended.

	Rating Criteria for PROJECT EVALUATION PLAN
4.6	The applicant has described a research design or methodology that will allow for an assessment of whether the project "worked" as intended.
4.7	The applicant has a detailed plan for sharing outcomes with governing bodies, stakeholders and constituents.

RATING FACTOR 5: GUIDING PRINCIPLES

Percent of Total Value: 10%

Address the following in narrative form:

Explain how the proposed project taken as a whole addresses the Proposition 47 Guiding Principles (see page 5).

	Rating Criteria for GUIDING PRINCIPLES
5.1	The design and implementation plan of the project demonstrates that the applicant values community partnerships and collaboration.
5.2	 The service delivery approach: is culturally competent, trauma-informed, and provides for accessibility; ensures that services will be tailored to meet an individual's holistic needs; advances the principles of Restorative Justice; and acknowledges and addresses known barriers to serving target populations.
5.3	The applicant has a strong plan for ensuring that individuals who have been most impacted by Proposition 47 – with an emphasis on racial and ethnic disparities – receive the proposed services.
5.4	The applicant has demonstrated how this project will change or improve the lives of participants.
5.5	Overall, the project meets the spirit and intent behind the statute and the Proposition 47 Guiding Principles.

Section III. Budget Section

Percent of Total Value: 20%

Applicants must complete a Budget Table and Budget Narrative according to the instructions that follow.

Below is the rating criteria on which the entire Budget Section will be scored:

	Rating Criteria for the BUDGET SECTION
6.1	The project budget is clear and detailed and takes into account the time necessary for start-up of the project, service delivery, and measurement of outcomes.
6.2	The amount of grant funds requested is reasonable and appropriate given the proposed project's design and scope.
6.3	The applicant has clearly explained how the requested grant funds will be used to achieve project goals.
6.4	The project demonstrates a financial commitment to community partners that accurately reflects the Proposal Narrative and the intent and spirit of Proposition 47.
6.5	The applicant has detailed how it will leverage other (non-Prop. 47) dollars to maximize Proposition 47 grant dollars.

Rating Factor 6a: Budget Table

<u>Instructions</u>: The Proposition 47 Budget Table is a stand-alone Microsoft Excel document (*Attachment L*). The Budget Table can be found under the Cohort 2 Grant Cycle heading on the BSCC <u>website</u>. A completed Budget Table must reflect <u>all</u> grant and leveraged funds that are requested. The Budget Table has built-in auto tally features to assist applicants in the accurate reporting of budget line items. A completed Budget Table is provided as an example on the first tab of the Excel document. Public Agency Applicants will complete the template found on the second tab. Applicants must submit the BSCC approved Budget Table. Any alternate versions or attempts to modify the Budget Table will not be accepted.

When completing the Budget Table report all amounts in whole dollars. While recognizing some jurisdictions may use different line items in the budget process, the categories listed on the Budget Table are the ones that funded projects will use when invoicing the BSCC for reimbursement of expenditures.

All funds must be used consistent with the requirements of the *BSCC Grant Administration Guide*. Applicants should reference this Guide for definitions and other guidance in preparing a budget. The Guide can be found on the *BSCC website*.

Rating Factor 6b: Budget Narrative

Instructions: The purpose of the Budget Narrative is to support the amounts requested in the Budget Table. The Budget Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be double-spaced and cannot exceed **6 pages** in length. Provide the information listed under each line item below with narrative to explain how the requested grant funds and outside leveraged funds will be used to achieve project goals.

- 1. Salaries and Benefits: List each Lead Agency staff to be funded by the grant. For each, provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the appropriate line item, either Professional Services or Community-Based Organization Subcontracts. Public agencies must document and retain time sheets for any grant or leveraged funds charged to the grant.
 - a. Total Grant Funds Requested: \$

Narrative Detail:

b. Other Funds Leveraged: \$

Narrative Detail:

- 2. Services and Supplies: Itemize all services and supplies.
 - a. Total Grant Funds Requested: \$

Narrative Detail:

b. Other Funds Leveraged: \$

Narrative Detail:

- **3. Professional Services/Public Agency Subcontracts:** List the names of all professional service contracts (e.g., contracts with other governmental entities or consultants). Itemize the services that will be provided by each and show funds allocated to each. Show hours and billing rates for all contracted staff.
 - a. Total Grant Funds Requested: \$

Narrative Detail:

b. Other Funds Leveraged: \$

Narrative Detail:

4. Community-Based Organization Subcontracts: The Lead Agency must subcontract with one or more non-governmental, community organizations for a **minimum of 50 percent** of the total grant award. Additional points will be added to the final score for applicants that pass-through 60 percent or 70 percent, etc.

List the names of all non-governmental community organizations, itemize the services that will be provided by each and show funds allocated to each. Show hours and billing rates for all community organization staff.

If a community partner has not been selected as of the date of the submission of the application, clearly identify the amount of grant funds that will be allocated as a placeholder.

a. Total Grant Funds Requested: \$

Narrative Detail:

b. Other Funds Leveraged: \$

Narrative Detail:

- **5. Indirect Costs:** Itemize all indirect costs. For information on how to calculate indirect costs, please see *BSCC Grant Administration Guide*. The ESC will consider appropriate limits for administrative costs and overhead.
 - a. Total Grant Funds Requested: \$

Narrative Detail:

b. Other Funds Leveraged: \$

Narrative Detail:

6. Data Collection and Evaluation: Itemize all costs associated with data collection and evaluation efforts for this project. Applicants must dedicate a minimum of 5 percent (or \$25,000, whichever amount is greater) up to a maximum of 10 percent of total grant funds requested to this line item. Even if Data Collection and Evaluation efforts will be performed by Professional Service consultants they must be listed here. Applicants are strongly encouraged to use outside evaluators or otherwise address conflict of interest considerations.

	E: All funds dedicated to data collection and evaluation should be listed in this ory and reflected in line 6 of the Budget Table.
a.	Total Grant Funds Requested: \$
b.	Narrative Detail: Other Funds Leveraged: \$
	Narrative Detail:
	Example 2 Discrete Discrete Discrete Discrete
a.	Total Grant Funds Requested: \$
	Narrative Detail:
b.	Other Funds Leveraged: \$
	Narrative Detail:
	(Travel, Training, etc.): Itemize all costs associated with travel and training. cants should budget for two trips to Sacramento for grantee meetings.
a.	Total Grant Funds Requested: \$
	Narrative Detail:
b.	Other Funds Leveraged: \$
	Narrative Detail:

7.

8.

ATTACHMENT 2

Section I. Applicant Information Form

		TAX IDENTIFICA	HON#:	
os Angeles City Attorney's Office		95600735		
TREET ADDRESS	CITY		STATE	ZIP CODE
00 N. Main Street, Suite 800	Los Angeles		CA	90012
AILING ADDRESS (if different)	CITY		STATE	ZIP CODE

C. PROJECT TITLE

LA DOOR (Diversion Outreach & Opportunities for Recovery)

E. ADDITIONAL SERVICES (Check all that apply)
✓ HOUSING-RELATED SERVICES
✓ OTHER COMMUNITY-BASED SUPPORTIVE SERVICES

F. PROJECT SUMMARY (Provide a clear and concise summary of the proposed project)

The Los Angeles City Attorney's Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and Downtown Los Angeles most in need of robust Proposition 47 services. LA DOOR expansion will provide the following services to a minimum of 750 participants during the grant cycle: 1) peer-led mobile social services consistently delivered to five hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness, 2) expansion of pre-booking diversion on Proposition 47 drug possession arrests to include Central, Rampart, and Newton LAPD divisions where these arrest numbers are highest, and 3) proactive removal of participant legal barriers through collaborative City Attorney and Public Defender partnerships. With LA DOOR expansion, the City Attorney's Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.

G. GRANT FUNDS REQUESTED	H. Amount of Fu Community O	nds Sub-Contracted to rganizations	I. Total Amount of Other Funds to be Leveraged	
\$6,000,000	\$4,456,166 74 percent		\$ 2,538,997	
J. PROJECT DIRECTOR				
NAME Mary Clare Molidor	TITLE Chief Assistant C		LEPHONE NUMBER (Direct Line) 3-978-4099	
STREET ADDRESS 200 N. Main Street, 9th Floor			X NUMBER 3-473-5974	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS MC.Molidor@lacity.org	

K. FINANCIAL OFFICER				
NAME	TITLE	T	ELEPHONE NUMBE	R (Direct Line)
Michiko Reyes	Budget Director	2	213-978-7020	
STREET ADDRESS		F	AX NUMBER	
200 N. Main Street, Suite 800		2	213-978-8310	
CITY	STATE	ZIP CODE	EMAIL ADDRE	SS
Los Angeles	CA	90012	Michiko.Reye	s@lacity.org
PAYMENT MAILING ADDRESS (if	different) CITY		STATE	ZIP CODE
L. DAY-TO-DAY PROGRAM	MMATIC CONTACT			
L. DAY-TO-DAY PROGRAM	MMATIC CONTACT TITLE		ELEPHONE NUMBE	
L. DAY-TO-DAY PROGRAM	MMATIC CONTACT	Reduction 2		
L. DAY-TO-DAY PROGRAM NAME Jamie Larson	MMATIC CONTACT TITLE Director: Recidivism	Reduction 2 nit	ELEPHONE NUMBE	
L. DAY-TO-DAY PROGRAM NAME Jamie Larson STREET ADDRESS	MMATIC CONTACT TITLE Director: Recidivism	Reduction 2 nit	ELEPHONE NUMBER 213-473-6868	
L. DAY-TO-DAY PROGRAM	MMATIC CONTACT TITLE Director: Recidivism	Reduction 2 nit	ELEPHONE NUMBER 213-473-6868 FAX NUMBER	R (Direct Line)

NAME	TITLE	Т	ELEPHONE NUMBER (Direct Line)
Kyle Kirkpatrick	Senior Program Ad	ministrator 2	13-978-3928
STREET ADDRESS 200 N. Main Street, 9th Floor		F	AX NUMBER
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Los Angeles	CA	90012	Kyle.Kirkpatrick@lacity.org
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the BSCC, and that the grantee and a NAME OF AUTHORIZED OFFICER	ny subcontractors will abid R TITLE	le by the laws, policies	and procedures governing this funding. ELEPHONE NUMBER (Direct Line)
the BSCC, and that the grantee and a NAME OF AUTHORIZED OFFICER Michael N. Feuer	ny subcontractors will abid	ttorney 2	and procedures governing this funding. ELEPHONE NUMBER (Direct Line) 13-978-8100
the BSCC, and that the grantee and a NAME OF AUTHORIZED OFFICER	ny subcontractors will abid R TITLE	ttorney 2	and procedures governing this funding. ELEPHONE NUMBER (Direct Line)
the BSCC, and that the grantee and a NAME OF AUTHORIZED OFFICER Michael N. Feuer STREET ADDRESS	ny subcontractors will abid R TITLE	ttorney 2	and procedures governing this funding. ELEPHONE NUMBER (Direct Line) 13-978-8100 AX NUMBER
the BSCC, and that the grantee and a NAME OF AUTHORIZED OFFICEF Michael N. Feuer STREET ADDRESS 200 N. Main Street, Suite 800	ny subcontractors will abid R TITLE Los Angeles City A	ttorney 2	and procedures governing this funding. ELEPHONE NUMBER (Direct Line) 13-978-8100 AX NUMBER 13-978-8310

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Proposition 47 proposal are considered to be public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PROJECT NEED: LA DIVERISION OUTREACH & OPPORTUNITIES FOR RECOVERY

To invest in preventative mental health care, substance abuse treatment, and diversion programs¹ while maximizing alternative criminal justice approaches for non-serious, nonviolent crimes, the Los Angeles City Attorney's Office (LACA) seeks \$6 million in grant funds to enhance and expand its LA DOOR (Diversion Outreach & Opportunities for Recovery) model from South LA into Central LA, furthering efforts to address existing service gaps, reduce recidivism, and prioritize public health solutions to addiction and mental illness. Expansion of LA DOOR will serve a minimum of 750 participants during Cohort 2 in areas most in need of Proposition 47 resources based on current levels of drug possession arrests, mental illness, and homelessness.

LA DOOR is a health-focused, criminal justice intervention strategy that retains best practices in pre-booking diversion from existing LEAD² models, while moving the **smart decarceration** needle forward by **removing law enforcement officers from outreach** efforts in favor of a peer-led outreach in communities disproportionately impacted by policies that police and criminalize addiction. LA DOOR will work to actively restore its participants through 1) peer-led mobile social services, 2) pre-booking diversion available 24/7, and 3) proactive removal of legal barriers in partnership with the Los Angeles Public Defender's Office.

LA DOOR Target Population:

During Cohort 2 the LA DOOR Target Population will remain current or formerly justice involved individuals, who are at elevated risk of re-entering the criminal justice system due to homelessness, risk of homelessness, untreated SUDs, or mental illness. By expanding into Central LA, LA DOOR will continue preventing new misdemeanor drug cases through prioritizing mobile social services and pre-booking diversion options over

criminal case filings. LA DOOR services will be accessible to all adult members of the Target Population, regardless of race, ethnicity, gender, sexual orientation, or religion.

Examining Prosecution and Enforcement of Drug Possession in Central LA:

As the sole prosecution agency for misdemeanor cases within the City of Los Angeles, the LACA accepts over 70,000 referrals for criminal case filings per year. Traditionally, misdemeanor drug possession cases processed through the criminal courts yield poor outcomes. Even in instances when diversion or dismissal is offered, individuals fail to return to court and do not engage meaningfully in court based treatment options. These outcomes have begun to improve however, through LA DOOR's alternative justice model, which is meeting with tremendous success in South LA and is now primed to expand into Central LA - where it is currently most needed.

Central LA: A Population Most in Need of LA DOOR Preventative Services:

From 2016 - 2018, Central LA experienced the highest concentration (20% - 4,941) of the Los Angeles Police Department's (LAPD) misdemeanor drug arrests in Central,

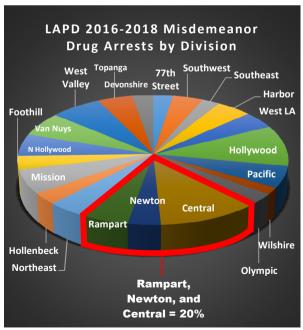


Figure 1: LAPD 2016-2018 Misdemeanor Drug Arrests

Rampart, and Newton divisions (Figure 1³). These three LAPD divisions are geographic regions of Central LA where homelessness, untreated mental illness, and substance frequently abuse most lead to new interactions with the iustice system. Therefore, the urgency of expanding LA DOOR to these Central LA LAPD divisions is unparalleled. The region has the highest number and highest density of homeless individuals in Los Angeles County (10,583 unsheltered, 3,635 sheltered)⁴ and **24.3% of its residents live below the poverty line**.⁵ Open air drug use is common, which further contributes to the high misdemeanor drug arrest numbers described above. Drug possession arrestees were 42% Latino and 25% African American. Of the 25% of African American arrestees 38% were born in 1970 or later, many of who have struggled with SUD issues for decades.

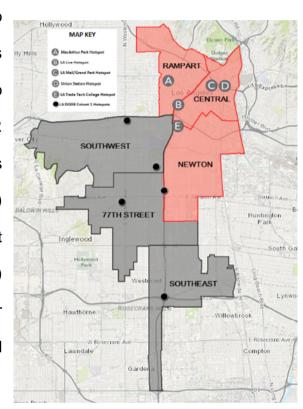
In addition, during 2018 high rates of untreated mental illness in the region led LAPD's Mental Evaluation Unit to respond to 14,292 mental health incidents in Central, Rampart, and Newton divisions. These calls comprised over 20% of all mental health calls across the city's 21 police divisions. Additionally, the region's hospital, Good Samaritan, reports that in 2012 the mental health hospitalizations in Central LA per 100,000 people were nearly triple (1,384) the California average (541). Compounding mental health, SUD, and criminal justice issues in the area is poor access to basic healthcare, with 28.6% of adults reporting difficulty accessing healthcare. Additionally, Central LA is also 51.8% Latino with 54.6% of residents born outside the US and 33.3% of residents preferring to speak Spanish at home. This population may struggle with language barriers and fear that using health care systems may lead to deportation, further exacerbating difficulties in accessing healthcare.

Closing Service Gaps in Five Proposed Hotspot Locations:

To address Central LA's needs, LA DOOR will build upon the success of its South LA model using Cohort 2 funds, and will respond to the same service gaps as previously identified during stakeholder planning efforts by **Community Coalition (CoCo).** Coco is a grassroots organizing, nationally recognized, non-profit organization that transforms

neighborhoods through community generated solutions. From 2015 through 2016, CoCo worked to identify the specific needs of SUD treatment consumers, justice-involved individuals, and service providers to assess factors that contribute to treatment dropout. CoCo conducted 11 focus groups, held key informant interviews with service provider executives, and surveyed 54 SUD treatment consumers and 22 treatment staff.

Through this comprehensive process, CoCo identified six service gaps, which LA DOOR is currently addressing South LA and seeks to address in Central LA through LA DOOR expansion with Cohort 2 funding. These gaps include: 1) untreated mental illness, 2) insufficient outreach and engagement resources, 3) poor access to medical care, 4) lack of peer support and poor client-provider match, 5) lack of diversion opportunities, and 6) service provider capacity building. 11



LA DOOR's consumer informed, field- Figure 2: LA DOOR Expansion Area in Red

based approach ensures that preventative services are physically brought to individuals least likely to enter services on their own. During Cohort 2, LA DOOR will serve five hotspots in Central LA (Figure 2), including three in LAPD's Central Bureau where misdemeanor drug arrests are highest in LA. Additionally, LA DOOR will serve one hotspot at MacArthur Park in the Rampart division in response to a local study identifying homelessness, substance use, and safety issues as prevalent concerns in the park.¹² Finally, LA DOOR will serve one hotspot at LA Trade and Technical College (LATTC), where between 2,000 and 2,500 of its 17,000 enrolled students are currently or formerly justice involved¹³, and 12.7% of students would benefit from mental health services.¹⁴

LA DOOR'S ROBUST COMMUNITY ENGAGEMENT

LA DOOR was originally designed with community stakeholders based on local needs assessments and focus groups, and incorporated recommendations during the 2015-2016 planning phase from LAPD, LA County Public Health, Mental Health, and Housing Services; local government (including the Mayor's Office of Re-entry and Gang Reduction and Youth Development Office); various CBO's involved in workforce development, mobile treatment, harm reduction services; and capacity building collaboratives. From this cohort of advisors, LACA formed the LA DOOR Advisory Committee, which has been **active since 2016.**

LA DOOR Advisory Committee Expansion Efforts:

During Cohort 2, LA DOOR will continue to integrate community input and engagement as a pillar of its successful model. To help inform LA DOOR's program enhancement and expansion into Central LA, the LA DOOR Advisory Committee utilized an **Asset-Based Community Development (ABCD) methodology** to recruit additional local expertise. The ABCD method involves assessing the resources, skills, and experience available in a community; organizing the community around issues that move its members into action; and then determining and taking appropriate action. Existing LA DOOR committee members evaluated representational gaps in the committee and made recommendations for new members. New members participated in Advisory Committee meetings on 12/5/2018 and 3/13/19 to finalize recommendations for Cohort 2 expansion.

The expanded Cohort 2 Advisory Committee now includes: healthcare providers (T.H.E. and St. Joseph's Health Centers); services for transitional age youth (The RightWay Foundation and YPI); trade, education, and economic opportunity experts (LATTC and LA Urban Leage); law enforcement leadership (LAPD); government health institutions (County Department of Public Health); long time LA community service providers (Homeless Healthcare Los Angeles, Asian American Drug Abuse Program); community members; legal advocates (Public Defender, Alternate Public Defender); social work researchers (USC); LA City Recreation and Parks, and criminal justice innovators (Center for Court Innovation). The Advisory Committee represents diverse sectors, ethnic backgrounds, life experiences, and formerly justice involved members.

PROJECT DESCRIPTION

During Cohort 2, LA DOOR will provide the following services to a minimum of 750 individuals in Central LA during the grant cycle: 1) peer-led mobile social services consistently delivered to five hotspot locations experiencing high numbers of homeless, substance dependent, and mentally ill persons, 2) expand 24/7 pre-booking diversion on misdemeanor drug arrests to Central, Rampart, and Newton LAPD divisions where these arrest numbers are highest, and 3) proactively remove legal barriers through LACA and Public Defender partnership. Additional enhancements include incorporating recommendations from the Advisory Committee that LA DOOR serve participants in outreach efforts who are *at risk* of homelessness as well as continuing to provide services to homeless participants. For example, LA DOOR will serve students at LATTC, where

up to 2,500 students are formerly justice involved, up to 12% require mental health support, 69% of students are housing insecure and 25% of students are homeless.¹⁵

Additionally, **based on Advisory Committee recommendations**, the LACA will make presentations to the various Neighborhood Councils which are open to the public and represent neighborhoods served by the LA DOOR program. Neighborhood Councils are city-certified local groups made up of people who live, work, own property or have some other connection to a neighborhood. This will create additional avenues for public feedback on LA DOOR by those directly impacted in the hot spot regions to be served.

In addition to the new breadth and reach of services to its Target Population in Central LA, LA DOOR will continue its core function of meeting people where they are at in the field, as depicted in the three prong approach depicted in Figure 3 below.

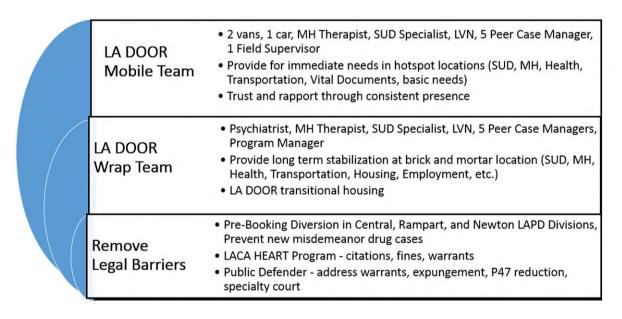


Figure 3: Overview of LA DOOR Services

<u>Mobile Team:</u> During Cohort 2 the LA DOOR Mobile Team will respond to one hotspot per day of the week (i.e. - Hotspot A on Mondays, Hotspot B on Tuesdays, etc.), ensuring that services are delivered with the **consistency needed to build trust and**

rapport among a high risk/high need population. The mobile team will deliver field-based services through grant funded vehicles and will consist of a Field Supervisor, Mental Health Therapist, Substance Use Specialist, Licensed Vocational Nurse, and five Peer Case Managers who have relevant lived experience in the criminal justice system, are in recovery, and live in the community.

LACA will continue to partner with its current provider in South LA, **SSG Project** 180, who will staff the Mobile Team. SSG Project 180 is a highly regarded comprehensive behavioral health treatment provider, with and extensive mental health and SUD service network that can be leveraged for existing and future LA DOOR participants. SSG Project 180 brings more 12 years of forensic treatment experience providing services to justice involved populations struggling with SUD, mental illness, and trauma through both pre and post-release services. SSG Project 180 has offices in both in South and Central LA and relies heavily on culturally competent peer case managers in its programming.

To **confirm eligibility for grant funds**, the Mobile Team will secure a waiver from participants after identifying an SUD or mental health issue in the field. Then the LACA confirm if the individual is currently or formerly justice involved without disclosing details of past criminal history. Individuals who do not meet grant eligibility requirements will be referred to other resources for support. For individuals who do meet grant eligibility, the waiver will allow service coordination and case plan development with program partners.

Due to past trauma and distrust of institutional supports, it is anticipated that it will take several contacts by the LA DOOR Mobile Team with individuals in the hotspot regions to accept LA DOOR support. To help build trust with the Target Population, the Mobile Team will reflect the community through ethnically diverse staff including multiple

native Spanish speakers who possess trauma informed care training. Using **motivational interviewing**, Mobile Team members will also provide rapid response to participants in the field and build rapport by providing for **immediate needs** (food, water, and personal care items), **obtaining vital documents** (identification, birth certificate, Social Security Cards – opening the doors to long term housing, healthcare, and other services), and **transporting participants** to showers, appointments, hospitals, or other service providers to have tools to access services.

During Cohort 2, the Licensed Vocational Nurse (LVN), Mental Health Therapist, and Substance Use Specialist will each provide needs assessments in their area of expertise to determine participants' appropriate level of medical care for physical, mental health, or SUD issues. The LVN will provide basic mobile medical care including triage, wound care, health education, and linkage to primary, urgent, or emergency medical care as appropriate. The Mental Health therapist will assess for presence and acuity of mental illness, provide linkage to emergency psychiatric medications, and support placement into long term mental health care as needed. The Substance Use Specialist will use a harm reduction approach to meet participants "where they are at" and link participants to culturally competent SUD supports that match their readiness for change. The Mobile Team will fill service linkage gaps in transportation, mental health, SUD, and physical health care, giving participants the confidence, assurance, and consistency needed to take next steps in longer term care.

<u>LA DOOR Wrap Team and Long Term Services:</u> During Cohort 2, once participants are ready to enter stable treatment, they will be transitioned to the LA DOOR Wrap Around Team (Wrap Team). The Wrap Team, based out of SSG Project 180's

offices, leverages existing contracts with the Los Angeles County Department of Mental Health and includes a Psychiatrist, Substance Use Specialist, Mental Health Therapist, Employment Specialist, Housing Specialist, and five additional Peer Case Managers dedicated to supporting LA DOOR participants with long term goals.

The Wrap Team will provide intensive case management and consistent long-term mental health, SUD, co-occurring disorder, and health services using a variety of evidence-based and trauma informed treatment modalities. The SUD specialist will provide on-site groups, linkage to inpatient or outpatient SUD treatment, and individual therapy. Similarly, the Mental Health therapist will provide on-site groups, linkage to inpatient or outpatient mental health care, individual counseling, and medication support through partnership with the Psychiatrist. The Wrap LVN will provide ongoing medication support, health checks, and linkage to primary care. Peer case managers will continue to assist in service coordination, motivational interviewing, positive role modeling, housing support in partnership with the Housing Coordinator, and employment support in partnership with an employment coordinator. In Wrap, participants will be able to take advantage of a variety of evidence-based and culturally competent services including Risk-Need-Responsivity assessments, cognitive behavioral therapy, and trauma informed care groups such as the Seeking Safety curriculum for women.

Additional Housing Related Services: In addition to enrolling participants in the Coordinated Entry System (CES), LA County's central access point for County housing opportunities, LA DOOR will extend its existing LA DOOR housing resources, comprised of 29 transitional beds in renovated duplexes operated by West Angeles Community Development Corporation (WACDC). WACDC, selected through a competitive RFP

process, is the non-profit arm of West Angeles Church. WACDC has provided housing, case management, and financial services to the Target Population in South and Central LA for over 20 years. At the housing sites, WACDC will provide immediate access to a safe and secure home for homeless LA DOOR participants, supplemented by case management, on-site groups, and transportation as an extension of the Wrap Team.

Pre-Booking Diversion and Removal of Legal Barriers: During Cohort 2, **pre-booking diversion** will expand from Southwest, Southeast, and 77th LAPD divisions to include Central, Rampart, and Newton LAPD divisions, where drug possession arrests remain highest in the City of LA. LAPD has committed to screening all Proposition 47 misdemeanor drug arrests for LA DOOR pre-booking diversion eligibility. If eligible, an **officer will call the 24/7 LA DOOR hotline** staffed by LA DOOR. A Mobile Team member will immediately respond to the station where the arrestee is offered an opportunity to engage in LA DOOR **services in lieu of booking and prosecution**. Because diverted participants will not be booked, the arrest will not appear on their criminal record.

Additionally, during Cohort 2 the Public Defender will leverage services of two experienced attorneys to review LA DOOR participant records to identify legal barriers that can be addressed - including warrants, unresolved criminal case obligations, eligibility for specialized courts, or opportunities for expungement or Proposition 47 charge reduction. To coordinate these efforts, the Public Defender will establish a new, grant funded clerical position to coordinate with LA DOOR case managers serving South and Central LA Target Populations to efficiently reconnect participants with defense counsel. The LACA will also continue to leverage its HEART program for program participants, which petitions the court for dismissal of outstanding citations, fines (often

multiple thousands of dollars per participant), and related warrants. Both the LACA and the Public Defender are excited to pursue this unprecedented partnership to collaboratively advance criminal justice goals in removing legal barriers, protecting public safety, and restoring participants to society.

Minimal Start-Up Time: Because Cohort 2 will be used to expand the existing LA DOOR model using the same partners, start-up time will be limited. June through December 2019 will be used to process and accept grant funds through City Council, amend exsiting contracts, and train LAPD in pre-booking diversion, and hire and train staff. Mobile Teams will be fully prepared to begin service delivery by January 2, 2020.

PROJECT EVALUATION PLAN

To evaluate expansion of LA DOOR, the LACA will continue to partner with RAND Corporation (RAND) and its subcontractor KH Consulting (KH), who were selected through a competitive RFP process. RAND and KH have worked collaboratively with LA DOOR Program Partners on research design and evaluation tasks since the program's inception. RAND and KH's experienced researchers have evaluated criminal justice programs that are relevant to LA DOOR, possess a significant track record working with community-based providers (including employment, legal, and behavioral health providers), and understand the importance of minimally interfering with service delivery during evaluation. **Project performance** during Cohort 2 will be measured in relation to LA DOOR's three goals and their objectives: 1) increasing participants' utilization of social services through Mobile Team, Wrap Team, and other linkages; 2) reducing recidivism through preventative services and pre-booking diversion; and 3) removing participants' legal barriers.

Research Design: RAND and KH will conduct a process evaluation and outcome evaluation specific to Cohort 2 to assess the operational status of LA DOOR program activities in Central LA and determine whether program activities are implemented with fidelity. The outcome evaluation will examine the effect of program participation on anticipated outcomes, including reduced recidivism, improved legal outcomes, and improved access to services. The outcome evaluation will use guasi-experimental techniques to examine changes within the study population over time and determine whether the individuals served by LA DOOR experience improvements on the target outcomes. For the outcome evaluation, RAND will track short-term, intermediate, and project-end outcomes. As part of its data collection plan, evaluators will leverage multiple quantitative and qualitative data sources including: 1) administrative and programmatic data sources from SSG Project 180 and WACDC (information on contacts/referrals); 2) LACA pre-booking diversion data and recidivism data for all participants; 3) LAPD Open Data Portal; 4) document review; 5) Program Partner interviews; 6) participant focus groups; 7) observations; 8) and publicly available sources.

Deliverables: During Cohort 2 RAND and KH will consolidate the metrics requested by BSCC into quarterly progress reports. The performance metrics will include data related to program implementation to date, as well as challenges experienced by service providers. Two evaluation reports will provide a detailed overview of LA DOOR's project performance as required by the BSCC – a two-Year Preliminary Evaluation Report and a Final Local Evaluation Report. The final report will build on the short and intermediate outcomes occurring in Central LA. Recommendations will focus on findings, challenges, and strategies for sustaining improved outcomes.

GUIDING PRINCIPLES

During Cohort 2, LA DOOR's guiding principles will remain intact. The LA DOOR model has been **community driven from its inception** and incorporates all recommendations for responding to the 6 gaps in services identified through extensive **community surveys**¹⁶ during the 2015-2016 planning phase. Since this time, membership on LA DOOR's Advisory Committee has grown based on recommendations from current members and during Cohort 2 LA DOOR **will broaden its community outreach** through regular discussion of LA DOOR activities at local Neighborhood Council meetings, thereby ensuring that LA DOOR receives even broader community input and is also mindful of regional equity.

LA DOOR is addressing known barriers to serving the Target Population by transforming how criminal justice practitioners approach drug involved individuals and drug offenses. This can be seen by the reduced emphasis on law enforcement in reaching LA DOOR's Target Population, choosing instead to rely on specially trained peer staff. LA DOOR prioritizes culturally competent connections through the use of peers with past personal experiences involving addiction, homelessness, and incarceration at all levels of LA DOOR staffing. This approach is critical to providing the level of empathy, consistency, acceptance, and respect needed to earn participants' trust and will carry forward during Cohort 2. This is because peers can relate to clients' personal experiences of cultural identity and discrimination, and can help break down barriers related from the stigma of accepting treatment to struggles with accessing treatment. Once trust is earned, participants are more amenable to accepting long term services with the Wrap Team.

The success of expanding LA DOOR into Central LA is expected to mirror or exceed current successes seen South LA, with the same data collection and information sharing. After only one year of operation, LA DOOR South has provided services to 412 individuals in hotspot locations, approximately 90% who are homeless, with 207 active in case management at the time of this writing. Vital documents have been provided for over 100 individuals. Service engagement with this population has increased tremendously, with 186 participants accessing SUD treatment, 102 receiving mental health care, and 82 receiving physical health care. A total of 101 have accessed housing services, 21 have received employment support, and 35 have received legal support to remove barriers.

In focus groups with RAND and KH, program participants report being happy with LA DOOR's approach to delivering services in hotspot locations. Participants have stated "Where else are you going to find people who go through alleys trying to find people to help?" Others have said without LA DOOR they "would be in jail" or "would be sleeping in a car" or "would have relapsed." As active substance users or persons with mental illness who struggle with homelessness and past criminal justice history, the population served by LA DOOR is precisely who voters anticipated helping when they enacted Proposition 47.

Expansion of LA DOOR into Central LA will bring critically needed Proposition 47 services to a minimum of 750 participants, furthering the LACA's efforts to reduce recidivism by addressing addiction and mental health issues through community based treatment and diversion wherever possible, and restoring participants to society through unprecedented Public Defender collaboration to remove outstanding legal barriers.

BIBLIOGRAPHY

¹ Cal. Gov. Code section 7599 & 7599.2(a)(3).

² LEAD stands for Law Enforcement Assisted Diversion and is a law enforcement officer driven approach to diverting low-level drug and prostitution offenders into community based treatment and support through pre-booking diversion on arrest and "social contact" referrals that link participants to treatment without an arrest.

³ Figure developed using LAPD Data available online through the Los Angeles Mayor's Open Data Portal. Retrieved from https://data.lacity.org on March 6, 2019.

⁴ Los Angeles Homeless Services Authority (2018, July 23). 2018 Greater Los Angeles Homeless Count – Data Summary Total Point-In-Time Homeless Population by Geographic Areas.

⁵ Harding,C.A. *et al.* (2017, January) Los Angeles County Department of Public Health. *Key Indicator of Health by Service Planning Area.*

⁶ Jenkins, Robert (email communication February 19, 2019) Summary statistics from Los Angeles Police Department, Mental Evaluation Unit.

⁷ Good Samaritan Hospital Los Angeles (FY 2017) Community Benefit Implementation Plan FY 2017. Pg 30.

⁸ *Id. fn 5.* Pg 16.

⁹ *Id. fn 5.* Pg 6.

¹⁰ See id. fn 7. Pg 19.

¹¹ Community Coalition of South Los Angeles (2016, July). *Survey of Substance Abuse Treatment Providers & Clients.*

¹² Uchida, C. *et al* (2018, Summer) Justice and Security Strategies, Inc. & Youth Policy Institute. *Systemic Social Observation Study MacArthur Park.*

¹³ Synodinos, D. Interim Dean of Student Life, Los Angeles Trade and Technical College (email communication March 4, 2019) *LATTC Reentry Pathway Flier*.

¹⁴ Los Angeles Community College District, Educational Programs and Institutional Effectiveness Division (2017, Spring) *Spring 2017 Student Survey.*

¹⁵ Los Angeles Community College District (2016, Fall) *Survey on Food & Housing Insecurity*, Appendix B

¹⁶ Community Coalition of South Los Angeles (2016, July). *Survey of Substance Abuse Treatment Providers & Clients.*

¹⁷ Sims, H. (2018, December 13) KH Consulting Group. *2018 LA DOOR Client Focus Groups Summary of Results.*

1. Salaries and Benefits:

Total Grant Funds Requested: \$848,584 a.

Narrative Detail: The LACA seeks funding for: (1) Deputy City Attorney II will oversee LA DOOR enhancement/expansion operations and has experience in criminal justice and social service programs. Additional duties include, program eligibility review, track recidivism, and manage pre-booking diversion (PBD); (1) Administrative Coordinator III duties will include managing all day-to-day grant operations, including implementation, protocol development, and financial management; (1) Legal Clerk to provide data and administrative support at 50% FTE from 1/1/2020 to 8/15/2020 while participants are fewer, and at 100% FTE from 8/16/2020 on (table below reflects change in FTE% over time); and (1) Assistant City Attorney to provide executive support and policy decisions.

Position	FTE	Monthly Salary	Months Budgeted	Salary Total	Fringe Total at 46.12%	Salary and Fringe Total
DCA II	23%	\$9,332.08	45	\$96,587.03	\$44,545.94	\$141,132.97
AC III	100%	\$7,576.40	45	\$340,938	\$157,240.61	\$498,178.61
Legal Clerk	50%	\$3,986.33	7.5	\$14,948.74	\$6,894.36	\$21,843.10
Legal Clerk	100%	\$4,179.60	28.5	\$119,118.60	\$54,937.50	\$174,056.10
ACA	1%	\$20,338.86	45	\$9,152.49	\$4,221.13	\$13,373.61

b. Other Funds Leveraged: \$0

Narrative Detail: N/A

2. **Services and Supplies:** N/A

3. **Professional Services/Public Agency Subcontracts:**

Total Grant Funds Requested: \$166,764 a.

Narrative Detail: Public Defender's Office will hire (1) Intermediate Typist Clerk to efficiently link participants to Public Defender counsel, track Target Population court outcomes, and coordinate with LA DOOR case managers to assist LA DOOR participants with addressing warrants, court obligations, expungement, and Prop 47 charge reduction.

Personnel	FTE	Monthly Salary	Months	Salary Total	Benefits Total at 58.87%	Salary and Benefits Total
Intermediate Typist Clerk	100%	\$2,915.80	36	\$104,968.80	\$61,795.13	\$166,763.93

b. Other Funds Leveraged: \$289,803

Narrative Detail: (2) Deputy Public Defender's (DPD) will conduct LA DOOR participant record review and identify legal barriers to be removed, including warrants, expungements, record reductions, and outstanding court obligations.

Personnel	FTE	Monthly Salary	Months	Salary Total	Benefits Total at 58.87%	Salary and Benefits Total
Two DPD III	12.5%	\$9,402(x2)	36	\$84,618	\$49,814.62	\$134,432.62
Indirect	Costs (33	3.1% of Salari	es)	\$28,008.56	Total:	\$162,441.18

Los Angeles Police Department will leverage officer time to coordinate training and protocol development with LACA. Officer's time tracking participants into diversion will also be leveraged, including eligibility check, transport to housing, and rerouting arrest reports. Estimates provided below for 100 diversion contacts per year of service delivery.

Item	Officer cost per contact	Contacts	Years	Total
LAPD Salary & Fringe	\$250	100	3	\$75,000

LACA will also leverage LA County and LA City funding streams to refer LA DOOR participants to HEART in order for them to address citations, warrants, and fines. Cost per referral includes salary, fringe and indirect costs for HEART personnel.

Item	HEART Costs	# of Referrals	Years	Total
HEART Personnel Expenses	\$174.54	100	3	\$52,362

4. Community-Based Organization Subcontracts:

a. Total Grant Funds Requested: \$4,456,166 (74% of Requested Funds)

Narrative Detail:

SSG Project 180- Social Services Provider: \$3,008,876.16:

SSG Project 180, a 501(c)(3), will hire and train the LA DOOR Mobile Team to deliver field-based services at hotspot locations to described in the grant narrative. Additionally the Mobile Team responds to the 24/7 PBD hotline to link diversion participants with services in lieu of booking. SSG Project 180 is requires funding for 11 additional full-time staff to equip the Mobile Team to serve a minimum of 750 participants per year.

SSG Project 180 Salaries and Benefits: \$2,241,295.36

Position	FTE	Monthly	Months	_	Fringe Total	
		Salary		Total	at 30%	Fringe Total
Program Manager	100%	\$7,308.99	38	\$277,741.62	\$83,322.49	\$361,064.11
Field Supervisor	100%	\$4,428.76	37	\$163,864.12	\$49,159.24	\$213,023.36
Admin Assistant	100%	\$3,401.10	36	\$122,439.60	\$36,731.88	\$159,171.48
(5) Outreach Case	1000/	\$3,355.57	36	¢604 002 60	¢101 200 70	\$785,203.38
Managers	100%	(x5)	30	φ604,002.60	\$101,200.76	\$700,203.30
Outreach Therapist	100%	\$5,424.07	36	\$195,266.52	\$58,579.96	\$253,846.48
Outreach SUD Couns.	100%	\$5,424.07	36	\$195,266.52	\$58,579.96	\$253,846.48
Outreach Lic. Voc. Nurse	100%	\$4,597.01	36	\$165,492.36	\$49,647.71	\$215,140.07

SSG Project 180: Non-Personnel Supportive Costs: \$767,580.80

Services and Supplies: \$69,700: Funds necessary for miscellaneous costs related to providing for immediate needs/motivating high risk/high need target population in hotspots: medication, co-pays, document fees, etc. (200 clients x 3 yrs x \$40/per client), program supplies (\$7,000), food/water for clients (\$2,100 x 3 yrs), incentive gift cards for clients success (\$5 per x 300 x 3 yrs), office supplies (\$25 x 11 staff x 36 mos), and medical supplies for field-based healthcare (200 clients x 3 yrs x \$30 per ind.).

Fixed Assets/Equipment: \$61,396.32: Vehicle leases required for Mobile Team to deliver services to hard to reach populations in hotspot locations: (2 minivans x 35 mo at \$450/mo + \$2,000 due at signing, 1 car x 35 mo at \$200/mo + \$2,000 due at signing). Outreach Team Phones to coordinate services (\$200 per x 11 staff), Computers with Microsoft (\$1,336 per computer x 11 staff).

Training: \$3,300: Funds for staff training in trauma informed care, motivational interviewing, harm reduction, etc. (\$100 per staff x 11 staff members x 3 years)

Other Expenses: \$315,610.79: Funds include office facility rent (Yr 1 \$25,750 + Yr 2 \$26,499.33 + Yr 3 \$27,270.46), IT support (\$40/computer x 11 computers x 36 mos), cell phone subscriptions (\$55/mo x 11 staff x 36 mos), auto expenses - fuel, insurance, AAA, DMV fees, maintenance (\$4,350/yr x 3 vehicles x 3 yrs), mileage on personal vehicles (5 staff x 36 mos x .58/mile x 215 miles/mo), 24/7 hotline on-call response (\$25/day staffing rate + \$100 per field response x 365 days x 3 yrs).

Indirect Costs: \$317,573.69: SSG Project 180 has an approved ICR of 11.8% of Direct Costs including salaries and benefits, services and supplies, fixed assets, training, and other expenses. Direct Costs: \$2,691,302.47 x 11.8% = \$317,573.69.

West Angeles CDC (WACDC) - Housing Provider: \$1,447,290 Critical LA DOOR housing will be provided by WACDC, 501(c)(3), through Cohort 2. WACDC provides 29 transitional housing beds at \$65/person/bed/day, which covers all costs including maintenance, security, 3 meals per day, laundry, cleaning, staff training, etc. Existing funds for these beds will be depleted 8/15/2020. Funding is requested to extend beds through the grant cycle, with a reduction to 8 beds in the final months of the grant to wind down grant operations and transition participants into other housing options through LA City and County resources.

Contract Period	Total Beds	Nig	htly Rate	Nights	Total
8/16/2020 - 8/15/2021	29	\$	65.00	365	\$ 688,025.00
8/16/2021-8/15/2022	29	\$	65.00	365	\$ 688,025.00
8/16/2022-12/31/2022	8	\$	65.00	137	\$ 71,240.00

b. Other Funds Leveraged: \$2,222,410

Narrative Detail: SSG Project 180 will leverage existing contracts through LA County Department of Mental Health to staff the Wrap Team described in the grant narrative. The Wrap Team stabilizes participants in long term SUD, mental health, health care, employment, housing, case management, and other services.

Leveraged SSG Project 180 Salaries and Benefits: \$1,938,284.73

Personnel	Monthly Salary	Months	Salary Total	Fringe Total at 30%	Salary and Fringe Total
(5) Wrap Case Managers	\$3,355.57 (x5)	36	\$604,002.60	\$181,200.78	\$785,203.38
Wrap Therapist	\$5,424.07	36	\$195,266.52	\$58,579.96	\$253,846.48
Wrap SUD Counselor	\$5,424.07	36	\$195,266.52	\$58,579.96	\$253,846.48
Wrap Lic. Voc. Nurse	\$4,597.01	36	\$165,492.36	\$49,647.71	\$215,140.07
Wrap Employ. Sp.	\$4,596.67	36	\$165,480.12	\$49,644.04	\$215,124.16
Wrap Housing Sp.	\$4,596.67	36	\$165,480.12	\$49,644.04	\$215,124.16

Leveraged SSG Project 180 Non-Personnel Costs: \$284,125.68

Additional funds leveraged through SSG Project 180's Department of Mental Health contracts include Wrap Team staff phones (\$2,000), phone subscriptions (\$19,800), computers (\$13,360), IT support (\$14,400), and the indirect costs (\$234,565.68).

5. Indirect Costs:

a. Total Grant Funds Requested: \$58,074

Narrative Detail: The LACA has a federally approved indirect cost rate of 35.99% and is requesting 10% of salary expenses excluding benefits (\$580,744) over the grant period.

b. Other Funds Leveraged: \$26,784

Narrative Detail: Indirect costs limited to 10% of the salary and benefits (Salaries and Benefits Requested: $$848,584.38 \times 10\% = $84,858$), the LACA will leverage indirect costs not covered through grant funds \$84,858 - \$58,074 (indirect costs requested) = \$26,784

6. Data Collection and Evaluation:

a. Total Grant Funds Requested: \$450,000 (7.5% of Requested Funds)

Narrative Detail: RAND will continue to evaluate LA DOOR to conduct process and outcome evaluations, produce a logic model, evaluation plan, two year report, and final report to capture and measure program effectiveness.

Salaries & Benefits:	Contractual:	Travel	Other	Indirect Costs	Total
\$117,783	\$150,000	\$1,398	\$58,442	\$122,377	\$450,000

b. Other Funds Leveraged: \$0

Narrative Detail: N/A

- 7. Equipment/Fixed Assets: N/A
- 8. Other (Travel, Training, etc.):

a. Total Grant Funds Requested: \$20,412

Narrative Detail: The LACA requests travel expenses, including grant required Sacramento trips, related to meetings and/or trainings in restorative justice, community engagement, trauma informed care, or cultural competency.

Item Description	Staff	Trips	Total
TRAVEL (Air: \$300 + Per Diem: \$60 x 2 Days + Hotel: \$170/night + Ground transportation \$77.95)	3	3	\$ 6,011.55

LACA requests funds to adapt and maintain a subscription based data system to accurately track client needs, ensure services are not duplicated, and provide accurate data reporting to RAND. LACA will leverage another funding stream for the remaining months not budgeted. LACA will provide licenses to SSG Project 180 (21), WACDC (10), RAND (5), and LACA (4). 40 users x \$15/mo x 24 mo = \$14,400.

b. Other Funds Leveraged: \$0

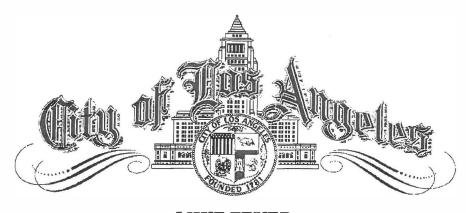
Narrative Detail: N/A

Attachment D: 2019-2023 Proposition 47 Local Advisory Committee Membership Roster

Lead Public Agency: Los Angeles City Attorney

Individual Name	Job Title	Agency/Organization
Terri Washington Reynolds	Program Coordinator – Outreach Programs	Asian American Drug Abuse Program, Inc.
Erika Anzoategui	Acting Alternate Public Defender	Los Angeles County Alternate Public Defender
Chidinma Ume	Deputy Director of Policy	Center for Court Innovation
Yanira A. Lima	Chief of Adult and Youth Systems of Care	Los Angeles County Department of Public Health Substance Abuse Prevention and Control (DPH-SAPC)
Justine Esack	Head Deputy Public Defender, Collaborative & Restorative Justice	Los Angeles County Public Defender
Regina Scott	Deputy Chief of Police – Operations Central Bureau	Los Angeles Police Department
Freddie Gomez (*Formerly Justice Involved Citizen)	Court Lead Assessor	Homeless Healthcare Los Angeles
Cheryl Trinidad	Chief Development and Communications Officer	T.H.E. (To Help Everyone) Health and Wellness Centers
Franco Vega	Founder and Executive Director	The RightWay Foundation
April Amey (*Formerly Justice Involved Citizen)	Community Health Worker & Reentry Case Manager	St. Joseph Center
Gwendolyn Wood	Community Member	Former Neighborhood Council Member
Maiesha Kif (*Formerly Justice Involved Citizen)	Program Coordinator & Community Liaison	Los Angeles Urban League

Dimitrios Synodinos	Interim Dean of Student Life	Los Angeles Trade and Technical College
Seth Kurzban, PhD, MSW, MPhil	Clinical Associate Professor	University of Southern California Suzanne Dworak-Peck School of Social Work



MIKE FEUER
CITY ATTORNEY

February 25, 2019

Dear LA DOOR Advisory Committee Members:

This is a letter of agreement between the Los Angeles City Attorney's Office and all organizations listed herein for the purposes of applying for the Proposition 47 Grant to expand the LA DOOR (Diversion Outreach and Opportunities for Recovery) program. LA DOOR is a health-focused approach to addiction and mental illness that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach.

Using a collaborative approach and drawing from the varied experience and expertise of its members, all committee members listed herein agree to participate in regular meetings to advise the City Attorney's Office on:

- Identifying and prioritizing the most pressing needs to be addressed by the LA DOOR model (including target population, target areas, etc.); and
- Identifying strategies, programs, services, and/or additional partnerships to be undertaken or developed to address those needs; and
- Developing the expansion of the LA DOOR program; and
- Ongoing implementation of the LA DOOR program.

The LA DOOR Advisory Committee represents a tremendous opportunity to collectively advance mutual goals and objectives to improve the lives of justice involved individuals struggling with substance use and/or mental health issues in their communities.

Signed in mutual agreement,

Michael N. Feuer, City Attorney 200 N Main Street, Room 800

Los Angeles, CA 90012

PROPOSITION 47 ADVISORY COMMITTEE MEMBER SIGNATURES

Terri Washington Reynolds

Program Coordinator – Outreach Program

Asian American Drug Abuse Program, Inc.

Inglewood, California 90301

Erika Anzoateddi

Acting Alternate Public Defender

County of Los Angeles Alternate Public Defender

210 W. Temple Street, Suite 18-709

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Chidinma Ume

Deputy Director of Policy

Center for Court Innovation

520 8th Avenue, New York, NY 10018

John M. Connolly, Ph.D., M.S.Ed.

Division Director, Substance Abuse Prevention and Control

1000 South Fremont Avenue, Building A-9 East, 3rd Floor, Box 34

Alhambra, CA 91803

(Designee - Yanira A. Lima, M.P.A., M.H.M.)

Justine Esack, Head Deputy, Collaborative Courts Office of the Los Angeles County Public Defender 210 West Temple Street, 19th Floor Los Angeles, California 90012

Regina A. Scott Deputy Chief

Operations-Central Bureau Los Angeles Police Department

251 E 6th Street

Los Angeles, California 90014

Fréddie Gomez, CADC II Court Lead Assessor

Client Engagement Specialist

Homeless Health Care Los Angeles

512 E. 4th Street

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Cheryl Trinidad

Chief Development and Communications Officer

To Help Everyone (T.H.E.) Health and Wellness Centers

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Franco Vega

Founder & Executive Director The RightWay Foundation

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April Amey

Community/Health Worker

REENTRY ICMS St. Joseph Center 404 Lincoln Blvd.

Venice, CA 90291-2829

Gwen Wood

Community Member, Former Neighborhood Council Member

Feb 27, 2019

*Private citizen. Home address omitted.

Maiesha Kif

Program Coordinator & Community Liaison

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6464 Sunset Blvd., Ste. 650

Los Angeles, California 90028

Recreation Facility Director, MacArthur Park

Los Angeles City Recreation and Parks

2230 W 6th Street,

Los Angeles, CA 90057



LAW OFFICES OF THE LOS ANGELES COUNTY PUBLIC DEFENDER

210 West Temple Street Los Angeles, California 90012 (213) 974-4185

RICARDO GARCIA

PUBLIC DEFENDER

March 7, 2019

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re:

Impact Letter between the Los Angeles County Public Defender and the Office of

the Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee Members and Program Partners since 2017, the Public Defender's Office is informed as to how LA DOOR impacts its operations. During the new grant expansion period, the Public Defender's Office is committed to continuing to work with LA DOOR partners during regular committee meetings as well as working directly with the City Attorney's Office to establish protocols for assisting program participants with accessing legal support. This support includes expungement relief, warrant issues, or assistance with other legal barriers for which the Public Defender's Office provides counsel.

Because the LA DOOR model expansion includes more direct efforts to work with program participants to address legal barriers, both the City Attorney's Office and the Public Defender's Office recognize that program operations would greatly benefit from additional personnel support in the Public Defender's Office. To this end, the Public

Defender's Office will leverage the expertise of two of its high-level attorneys to support LA DOOR program participants. This support will include records review to identify warrants, unresolved criminal cases or court obligations, participant eligibility for specialty courts, and past convictions eligible for expungement or charge reduction.

In addition, the Public Defender's Office will establish a new clerical position through grant funding to track leveraged funds and work with the City Attorney's Office and LA DOOR case managers to develop protocols for efficiently reconnecting appropriate LA DOOR participants with legal counsel. To assist in these efforts, the City Attorney's Office and LA DOOR case managers will work closely with the Public Defender's Office to provide progress reports for court and track court outcomes for participants who connect with the Public Defender's Office for legal support.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles County Public Defender's Office acknowledges the local impacts listed above and looks forward to continuing to work with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,

Ricardo Garcia, Public Defender Office of the Public Defender 210 West Temple Street, 19th Floor

Los Angeles, CA 90012

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor Los Angeles, CA 90012



Law Offices of the Los Angeles County Alternate Public Defender

18-709 Clara Shortridge Foltz Criminal Justice Center 210 W. Temple Street, Los Angeles, CA 90012 Telephone No. (213) 974-6626 Fax No. (213) 626-3171

February 25, 2019

Erika C. Anzoátegui Acting Alternate Public Defender

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the County of Los Angeles Alternate Public

Defender and the Office of the Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee Members and Program Partners since 2017, the Alternate Public Defender's Office is informed as to how LA DOOR impacts its operations. The Alternate Public Defender's Office is committed to continuing to work with partners during regular committee meetings, and will work closely with the City Attorney's Office to establish protocols for assisting program participants with accessing legal support in matters where the Alternate Public Defender's Office provides counsel.

As a member of the LA DOOR Oversight Board, the Los Angeles County Alternate Public Defender will work with program partners to ensure that the best interests of drug involved offenders are being met, which may involve additional staff resources to attend

Re: Impact Letter/LA DOOR

February 25, 2019

Page 2

regular meetings. In addition, Alternate Deputy Public Defenders may become involved when individual participants seeking to address outstanding criminal matters are invited to reconnect with their assigned defense attorney in order to return to court to complete outstanding obligations on pre-existing cases.

During the new grant period, LA DOOR will expand its geographic breadth and reach to more criminal justice involved individuals who struggle with mental health or substance use issues. Because this expansion will include more direct efforts to work with program participants to address legal barriers, both the City Attorney's Office and the Alternate Public Defender's Office anticipate that the number of program participants to be reconnected with the Alternate Public Defender's Office may increase.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Alternate Public Defender recognizes the potential impacts identified above and looks forward to continuing to work together with the Los Angeles City Attorney's Office to support the LA DOOR program and its participants.

Sincerely,

Erika C. Anzoálegui, Acting Alternate Public Defender

Los Angeles County Alternate Public Defender

210 W. Temple Street, Suite 18-709

Los Angeles, CA 90012

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor

Los Angeles, CA 90012



JACKIE LACEY LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE 211 WEST TEMPLE STREET, SUITE 1200 LOS ANGELES, CA 90012-3205 (213) 974-3500

March 11, 2019

Ms. Linda Penner
Chair of the Board of State and Community Corrections
Board of State and Community Corrections
Corrections Planning and Programs Division
2590 Venture Oaks Way
Sacramento, CA 95833
Attn: BSCC Proposition 47

Re: Impact Support Letter for the Diversion Outreach and Opportunities for

Recovery Program Administered by the Los Angeles City Attorney's Office

Dear Ms. Penner,

The Office of the District Attorney supports the continued work of the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) program administered by the Los Angeles City Attorney's Office. LA DOOR is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that a cornerstone of the LA DOOR model is providing a holistic approach to services by linking appropriate health care, mental health care and Substance Use Disorder (SUD) treatment, during the new grant period, it is anticipated that program participants may seek to address outstanding criminal justice barriers as they work toward achieving their social services goals. These barriers include warrants, obligations on existing cases, or petitions for expungement or charge reduction. The City Attorney's Office will link program participants to the Public Defender's Office who may, in turn, work with program participants to return to court on outstanding criminal justice issues. As a direct result, the District Attorney's Office may experience an increase in requests from individuals seeking to address these issues in courthouses throughout the County.

Ms. Linda Penner March 11,2019 Page 2 of 2

To address these potential local impacts during the new grant period, the City Attorney's Office will be available to provide training on the LA DOOR program as needed to County personnel. In addition, the City Attorney's Office will work with LA DOOR case managers to ensure that any LA DOOR participants returning to court will present up to date progress report letters detailing their efforts in LA DOOR services. These progress reports are not intended to direct the outcome of any case within the jurisdiction of the District Attorney's Office and are intended only to advise courtroom prosecutors of participants' progress in LA DOOR services.

LA DOOR represents a fresh and promising approach by addressing misdemeanor level conduct impacted by substance use and mental illness in a field-based or community setting, rather than seeking to address these issues through traditional prosecution approaches. The District Attorney's Office recognizes the impact described above and is supportive of the continued work of the LA DOOR program.

Very truly yours.

JACKIE LACEY
District Attorney

gs

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor

Los Angeles, CA 90012

LOS ANGELES POLICE DEPARTMENT

MICHEL R. MOORE Chief of Police



P.O. Box 30158 Los Angeles, CA 90030 Telephone: (213) 833-3735 TTY: (877) 275-5273 Ref #: 1.4

February 25, 2019

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the Los Angeles Police Department and the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee members and Program Partners since 2017, the Los Angeles Police Department is informed as to how the LA DOOR program impacts its operations. During the new grant period, the Los Angeles Police Department is committed to continuing to work with LA DOOR partners during regular committee meetings and directly with the City Attorney's Office to expand its pre-booking diversion operations currently operating in the Southwest, Southeast and 77th divisions to also include the Central, Rampart, and Newton divisions. This will require a new series of officer trainings from leadership to patrol to successfully implement the expanded LA DOOR model. Furthermore, new protocols for tracking pre-booking diversion arrest paperwork will need to be developed.

To this end, the Los Angeles Police Department is committed to working closely with the City Attorney's Office to coordinate officer training, development of new protocols, and tracking of leveraged funds. The Los Angeles Police Department will also appoint an LA DOOR liaison from Operations Central Bureau to ensure efficient implementation of the LA DOOR model.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting using outreach and pre-booking diversion, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles Police Department acknowledges the local impacts listed above and looks forward to continuing to work with the Los Angeles City Attorney's Office on the LA DOOR program.

Respectfully,

MICHEL R. MOORE Chief of Police

Regina A. Scott, Deputy Chief Los Angeles Police Department

Operations Central Bureau

251 East 6th Street

Los Angeles, CA 90014

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor Los Angeles, CA 90012



OF LOS ANGELLA

BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H. Health Officer

CYNTHIA A. HARDING, M.P.H. Chief Deputy Director

DEBORAH ALLEN, Sc.D.Deputy Director, Health Promotion Bureau

JOHN M. CONNOLLY, Ph.D., M.S.Ed.
Division Director, Substance Abuse Prevention and Control
1000 South Fremont Avenue, Building A-9 East, 3rd Floor, Box 34
Alhambra, CA 91803
TEL (626) 299-4101 • FAX (626) 458-7637

www.publichealth.lacounty.gov

March 5, 2019

Board of State and Community Corrections (BSCC) Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, California 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the Los Angeles County Department of Public Health,

Substance Abuse Prevention and Control (DPH-SAPC) and the Office of the

Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. The LA DOOR model assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five (5) hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests; meaning that individuals arrested on a Proposition 47 drug offense are tracked into treatment and avoid a revolving door into the criminal justice system.

Recognizing that a cornerstone of the LA DOOR model is field-based case management and linkage to appropriate health care, mental health care, and substance use disorder (SUD) treatment, it is anticipated that the expansion of the LA DOOR model may generate an increased number of referrals to DPH-SAPC contracted SUD treatment providers, particularly those that are poised to take advantage of My Health LA and Drug Medi-Cal reimbursement options through the Affordable Care Act.

BOARD OF SUPERVISORS

Hilda L. Solis First District

Mark Ridley-Thomas Second District

Sheila Kuehl Third District

Janice Hahn

Kathryn Barger

Kathryn Barger Fifth District Board of State and Community Corrections (BSCC) Corrections Planning and Programs Division Page 2

To address these potential local impacts, the City Attorney's Office will assist and support its field-based social services team managed by the non-profit Special Services for Groups (SSG) Project 180 in tracking participants referred by LA DOOR to DPH-SAPC contracted SUD providers, so that any undue increase can be assessed and addressed. Additionally, DPH-SAPC will maintain a presence on the LA DOOR Advisory Committee as an additional avenue for advising on and addressing local impacts.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting, rather than seeking to address these issues through traditional prosecution approaches. Capitalizing upon intensive engagement, wrap-around services, and inter-agency coordination. The Department of Public Health looks forward to continuing to work together with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,

John M. Connolly, Ph.D., M.S.Ed.

Division Director, Substance Abuse Prevention and Control

1000 South Fremont Avenue, Building A-9 East, 3rd Floor, Box 34

Alhambra, California 91803

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor

Los Angeles, California 90012



Los Angeles County DEPARTMENT OF MENTAL HEALTH

February 25, 2019

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the Los Angeles County Department of Mental

Health and the Office of the Los Angeles City Attorney

To Whom It May Concem:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. The LA DOOR model assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are tracked into treatment and avoiding a revolving door criminal justice system.

Recognizing that a cornerstone of the LA DOOR model is providing mental health services according to medically appropriate Level of Care guidelines, it is anticipated that SSG Project 180 will leverage mental health resources under existing agreements between the Los Angeles County Department of Mental Health and SSG Project 180, including the following existing funding streams: Adult and Older Adult RRR, and Adult PEI Stepped-Care. These referrals may come from new field-based participants or from participants referred through pre-booking diversion in an effort to avoid a criminal case filling. It is not anticipated that these referrals will go beyond currently available funds.

To address these potential local impacts, the City Attorney's Office will assist and support its field-based social services team managed by the non-profit SSG Project 180 in tracking participants referred by LA DOOR to DMH services, so that any undue impacts can be assessed and addressed.



Los Angeles County **DEPARTMENT OF MENTAL HEALTH**

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. Capitalizing upon intensive engagement, wrap-around services, and inter-agency coordination, the Los Angeles County Department of Mental Health looks forward to working together with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,

Lillian Bando

Los Angeles Department of Mental Health

550 S. Vermont Avenue, 10th Floor

Los Angeles, CA 90020

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor

Los Angeles, CA 90012



February 25, 2019

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the City of Los Angeles Fire Department and

the Office of the Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

During the new grant period the program will expand in breadth and reach. Recognizing that the LA DOOR intervention model seeks to address participants' overall health, including the provision of basic medical care through a field-based Licensed Vocational Nurse (LVN), it is anticipated that this expansion will yield some participants who may be in immediate need of acute or sub-acute medical care. As a result, LA DOOR staff may initiate 911 calls that would result in ambulance transport to a hospital by the Los Angeles Fire Department. These calls for service might not otherwise have been generated in the absence of contact by the LVN, and may slightly increase calls to 911.

To address this potential local impact, the Los Angeles City Attorney's Office will work with SSG Project 180 and LAFD to track any substantial increase in 911 calls for service to evaluate what, if any, impacts arise under the LA DOOR model that can be addressed in a mutually agreeable manner.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles Fire Department recognizes the potential impacts described above and looks forward to working with the Los Angeles City Attorney's Office to resolve or address any significant impacts related to implementing the LA DOOR program.

Sincerely,

Stephen Sanko, MD, FACEP Assistant Medical Director

Emergency Medical Services Bureau

Los Angeles Fire Department 200 N. Main Street, 16th Floor

Los Angeles, CA 90012

Michael N. Feuer, City Attorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8ⁿ Floor Los Angeles, CA 90012



March 11, 2019

Board of State and Community Corrections Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833 Attn: BSCC Proposition 47

Re: Impact Letter between the Los Angeles Trade Technical College and the Office of the Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that a cornerstone of the LA DOOR model is field-based case management and linkage to appropriate services, such as health care, mental health care, and Substance Use Disorder (SUD) treatment it is anticipated that the expansion of the LA DOOR model will have a physical presence on campus, likely to be noticed by staff and students during efforts to conduct outreach, intakes, and assessments of participants. As a result, LA DOOR may generate an increased number of referrals to existing student services and resources on-site, and similarly, LA DOOR may also produce additional referrals to off-site agencies, thereby possibly decreasing the number of referrals to on-site campus services.



To address this potential local impact, the Los Angeles City Attorney's Office will work with SSG Project 180 and Los Angeles Trade-Tech College to develop a referral and tracking system to evaluate what, if any, impacts arise under the LA DOOR model that can be addressed in a mutually agreeable manner.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles Trade-Tech College recognizes the potential impacts described above and looks forward to working with the Los Angeles City Attorney's Office to resolve or address any significant impacts related to implementing the LA DOOR program.

Sincerely,

Zaurence B. Frank

President

Los Angeles Trade-Technical College

400 W. Washington Blvd., Los Angeles, CA 90015

Michael N. Feuer, City Aftorney

Office of the Los Angeles City Attorney

200 N. Main Street, 8th Floor Los Angeles, CA 90012



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242 (562) 940-2501



TERRI L. McDONALD Chief Probation Officer

March 7, 2019

To Whom It May Concern:

The County of Los Angeles Probation Department (Probation) is pleased to continue to support the Office of the Los Angeles City Attorney (LACA) in their request to apply for funding under the Proposition 47 Grant Program from the Board of State and Community Corrections (BSCC). The purpose of the funding opportunity is to provide mental health services, substance abuse disorder treatment and diversion programs for people in the criminal justice system. If funded, the Los Angeles City Attorney's Office will continue to fund the LA DOOR (Diversion Outreach and Opportunities for Recovery) initiative to facilitate community engagement, mobile outreach teams, pre-booking diversion, and financial leveraging to address the issue of chronic substance dependence afflicting communities in Central and South Los Angeles.

Probation is committed to participating on diverse collaborative efforts that improve the economic, social, and emotional well-being of probation youth and adults while providing them a legitimate opportunity to make a positive contribution to society. By strengthening their self-esteem, social consciousness and educational/workforce readiness, probation youth and adults expand their ability to become involved with productive, prosocial activities. Probation and the Los Angeles City Attorney's Office are strongly connected within the target community and are committed to providing responsive services that meet the diverse needs of the community.

As resources and policies allow, Probation intends to support the proposed program as it continues to meet Probation's goals and objectives.

Sincerely,

TERRI L. McDONALD Chief Probation Officer

TLM:TH:jk

Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) Work Plan

(1) Goal:	Increase participants' use of social services through Mobile Team, Wrap Team, and other linkages.						
Objectives:							
Project activ	ities that support the identified goal and	Responsible staff/ partners	Time Start Date	eline End Date			
healthcare; Link partici Team (LA I Track parti Enhance L	bile Team services (case management, MH, SUD,) to five hotspot locations, one per weekday. pants to long-term evidence based services in Wrap DOOR housing, MH, SUD, healthcare, employment) cipant progress over time through data tools A DOOR provider network capacity, assess gaps in fied during implementation	LACA, SSG Project 180, WACDC, LA DOOR Advisory Committee, RAND/KH	Planning: August 2019 Launch: January 2020	May 2023, with goal of securing sustainable funding			

(2) Goal:	Reduce recidivism rates across program participar services.	ts through pre-booking d	iversion and	preventative			
Objectives:							
Project activ	ities that support the identified goal and	Responsible staff/	Tim	eline			
objectives		partners	Start Date	End Date			
DOOR Div SSG Proje Trauma-In Reduce lir	enforcement officers on eligibility and referrals to LA version program. Lect 180 will respond to 24/7 hotline and implement formed Care approach and MI techniques. Leads time between a participant's acceptance to treatment and enrollment in treatment and services.	LACA, LAPD, SSG Project 180, WACDC, RAND, Advisory Committee	Planning August 2019 Diversion Launch:	May 2023, with goal of securing sustainable funding			

January

2020

Track participant recidivism over time through LA DOOR data

tools for all program participants, whether linked through

outreach or pre-booking diversion.

(3) Goal:	Proactively remove participant legal barriers.						
Objectives:	 Maximize removal of participants' unresolved citations and related fines and warrants. Maximize participants' linkage to Public Defender record review services. Maximize participants' opportunities to remove legal barriers through engagement in legal supportunities. 						
Project activ	ities that support identified goal and objectives	Responsible staff/		eline			
		partners	Start Date	End Date			
Public Defeservices for expungemLA DOOR	elop protocols to link participants to HEART ender develop protocols to link participants to or record review and to address warrants, cases, ent, and Prop 47 reduction. team support participants' access of legal services oved legal barriers over time.	LACA, SSG Project 180, WACDC, RAND, Public Defender, Advisory Committee	Planning August 2019 Launch January	May 2023 with goal of securing sustainable funding			

LA DOOR List of Partner Agencies/Organizations

Lead Public Agency: Los Angeles City Attorney's Office

Other Public Agency Partners

1.3	Name of Agency	2-3 sentence description of services to be provided
1	Los Angeles County Department of Public Health – Substance Abuse Prevention and Control	Facilitates the delivery of prevention and treatment services for substance abuse in LA County. Advisory Committee member will advise on further leveraging of DPH-SAPC resources and delivery of field-based SUD services.
2	Los Angeles County Department of Mental Health	Facilitates the delivery of mental health services in LA County to support recovery and resiliency. LA DOOR will leverage significant funds through existing Department of Mental Health contracts managed by SSG Project 180 to fund the LA DOOR Wrap Team.
3	Los Angeles Police Department	Will work with LACA and SSG Project 180 on developing new protocols and trainings for LA DOOR pre-booking diversion and social contact referrals. Will share information with LACA and SSG Project 180 to guide LA DOOR operations and promote safety as appropriate. LAPD is committed to ensuring pre-booking diversion efforts are a success.
4	Los Ángeles County Public Defender's Office	Will work with Advisory Committee, LACA, and SSG Project 180, and WACDC to develop protocol for linking LA DOOR participants with attorneys on existing cases, recalling outstanding warrants, and filing Proposition 47 reduction petitions.
5	Los Angeles County Alternate Public Defender's Office	Will work with Advisory Committee, LACA, and SSG Project 180 to develop protocol for linking LA DOOR participants with attorneys on existing cases, recalling outstanding warrants, and filing Proposition 47 reduction petitions where the Alternate Public Defender is counsel of record.
6	Los Angeles Trade and Technical College	Will work with Advisory Committee, LACA, and SSG Project 180 to facilitate smooth implementation of LA DOOR at LATTC campus. Will develop protocols for identifying and referring current or formerly justice involved individuals/students with an SUD and/or mental health issue to LA DOOR for support.

7	City of Los Angeles Parks and	Will work with Advisory Committee, LACA, and SSG
	Recreation	Project 180 to facilitate smooth implementation of LA
		DOOR at MacArthur Park, including continuing to identify
		highest need areas within the park, provide parking space
		for LA DOOR team, and assist with coordinating with other
		community groups operating in park space.

Non-Governmental, Community-Based Partners (if known)

	Name of Organization	2-3 sentence description of services to be provided
1	SSG Project 180	Will hire and manage all members of the LA DOOR Mobile Team using grant funds. Will hire and manage all members of the LA DOOR Wrap Team using funds leveraged through the County Department of Mental Health. Will provide evidence-based and trauma informed care through peer-led social services, including case management, mental health, SUD, physical health care, housing, and employment support. Will track data in partnership with RAND and KH to ensure LA DOOR model can be appropriately evaluated. Will work with existing social service providers and community members to build capacity and expand LA DOOR provider network. Will respond to LAPD stations for pre-booking diversion.
2	West Angeles Community Development Corporation (WACDC)	Through their Community Services & Outreach Department, WACDC will oversee and manage LA DOOR housing services by supplying 29 transitional housing beds at LA DOOR housing sites managed through its subcontractor Ms. Hazel's House. Also, WACDC will provide a broad range of services including case management by staff trained in trauma-informed care, transportation, and other harm-reduction and financial independence services. Will work with all Program Partners and Advisory Committee members to enhance and improve service delivery.
3	RAND Corporation	RAND Corporation in partnership with its subcontractors KH consulting will provide process and outcome evaluation for the LA DOOR model. RAND and KH are experienced research with a strong track record of working directly with evaluating social service and community justice projects. RAND/KH will assist with developing appropriate data tools to capture participant information, engagement in services, pre-booking diversion, removal of legal barriers, and recidivism in

		partnership with LACA, SSG Project 180, WACDC, and the Public Defender's Office.
4	Rightway Foundation	Will provide support on LA DOOR operations through Advisory Committee membership and extend Rightway Foundation Services to appropriate LA DOOR transitional age youth participants to receive therapy and job opportunities, address their childhood trauma through mental health counseling and help them build a prosperous future by job placement, financial literacy, career counseling, and education.
5	Los Angeles Urban League (LAUL)	LAUL utilizes the support of corporate and community partners to educate and empower African Americans and other minorities to secure economic independence and civil rights. As a sitting Advisory Committee member, LAUL is able to provide capacity building ideas to improve LA DOOR operations, and may extend appropriate job and economic opportunities to LA DOOR participants where appropriate.
6	Center for Court Innovation (CCI)	CCI creates innovative programs to test new ideas and problem solve to achieve system change, and also provides research and expert assistance for practitioners in the criminal justice field. With a seat on the Advisory Committee, CCI will advise on LA DOOR's intervention model and provide technical assistance on ways to implement and enhance program operations.
7	Homeless Health Care Los Angeles (HHCLA)	HHCLA delivers a harm reduction approach and addresses co-occurring disorders as they help connect individuals experiencing homelessness into permanent housing. As a sitting member of the advisory committee, HHCLA can provide assistance and support as it relates to homelessness, health care, housing, and harm reduction education.
8	To Help Everyone (THE) Health and Wellness Centers	THE Health and Wellness Centers provide underserved communities with high-quality healthcare and preventive education. As a sitting member of the LA DOOR Advisory Committee, THE can assist program participants in navigating health care services, that they would not otherwise be able to access, or afford on their own.
9	St. Joseph Center	St. Joseph Center is social service organization that serves more than 7,000 people annually, providing outreach, housing, mental health, and education and vocational programs. As a sitting member of the LA DOOR advisory committee, St. Joseph can provide

		recommend ways to improve and increase outreach and services to our LA DOOR participants.
10	Asian American Drug Abuse Project	AADAP delivers a harm reduction approach and addresses co-occurring disorders as they help connect individuals experiencing homelessness into permanent housing. As a sitting member of the advisory committee, AADAP can provide assistance and support as it relates to homelessness, health care, housing, and harm reduction education.
11	University of Southern California, Suzanne Dworak- Peck School of Social Work	As a member of the LA DOOR Advisory Committee, the LA DOOR program has access to local academic expertise related to evidence based practices for harm reduction, mental health, substance use treatment, trauma informed care, peer empowerment, and other tools to that may be incorporated as appropriate to enhance the LA DOOR treatment mode.

Attachment K: Grantee Assurance for Third Party Non-Governmental Organizations

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. Pages 6-7 of the RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
 - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

1. In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

Lead Public Agency: Los Angeles City Attorney's Office

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Special Services for Groups Project 180	905 E. Street, Los Angeles, CA 90021	Ebell@Project180la.com 213-553-1800	Yes Ø No □
West Angeles Community Development Corporation (WACDC)	3045 Crenshaw Blvd. Los Angeles, CA90016	kdownard@westangelescdc.org 323-733-8300	Yes Ø No □
Ms. Hazel's House	3651 S. LA Brea Ave, #275, Los Angeles CA 90016	mshazelshouse@gmail.com 844-803-0688	Yes ☑ No □
RAND Corporation	1776 Main Street, Santa Monica, CA 90407	labriola@rand.org 310-393-0411	Yes ☑ No □
KH Consulting	1901 Avenue of the Stars, Suite 200, Los Angeles CA 90067	gayla@khcg.com 310-203-5417	Yes ☑ No □

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. These records will be subject to the records and retention language found in the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed on pages 6-7 of the Proposition 47 RFP have been met.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUM	MBER	EMAIL ADDRESS		
Michael N. Feuer	Los Angeles City Attorney	213-978-8100		Mike.Feuer@lacity.org		
STREET ADDRESS	CITY	STATE	ZIP COD	E		
200 N. Main Street, Suite 800	Los Angeles	CA	90012			
APPLICANT'S SIGNATURE (Blue Ink O	nly)		DATE			
x Wilee X (12019)						





Proposition 47 Grant Project Budget

Instructions: Complete the following table for the grant funds being requested and outside dollars leveraged. Report amounts in whole dollars. While recognizing some jurisdictions may use different line items in the budget process, the categories listed below are the ones that funded projects will use when invoicing the BSCC for reimbursement of expenditures. All funds must be used consistent with the requirements of the BSCC Grant Administration Guide. Applicants should reference this Guide for definitions and other guidance in preparing a budget. The Guide can be found on the BSCC website on the Corrections Planning and Grant Programs webpage.

Applicant Name:

Los Angeles City Attorney

PART 1. BUDGET TABLE

Budget Table Instructions: Complete the Budget Table using whole numbers. If you are not requesting or reporting funds in a certain category, please list "\$0."

Budget Line Item	\: Grant Funds	B: Leveraged Funds	C	Total Project Value (A+B)	Percentage of Funds
Salaries and Benefits (Lead Agency Only)	\$ 848,584	\$ -	\$	848,584	
2. Services and Supplies (Lead Agency Only)	\$	\$ ē.	\$	UT c	
3. Professional Services & Public Agency Subcontracts	\$ 166,764	\$ 289,803	\$	456,567	
4. Community-Based Organization Subcontracts*	\$ 4,456,166	\$ 2,222,410	\$	6,678,576	74%
5. Indirect Costs (Lead Agency Only)	\$ 58,074	\$ 26,784	\$	84,858	10% of salaries, excluding benefits
6. Data Collection and Evaluation**	\$ 450,000	\$ į.	\$	450,000	7.5%
7. Fixed Assets/Equipment (Lead Agency Only)	\$	\$ -	\$	(4)	
8. Other (Travel, Training, etc.) (Lead Agency Only)	\$ 20,412	\$ -	\$	20,412	
TOTALS	\$ 6,000,000	\$ 2,538,997	\$	8,538,997	

*minimum 50 percent of grant funds requested

^{**}minimum 5 percent [or \$25,000, whichever is greater] not to exceed 10 percent of grant funds requested

APPENDIX A

Proposition 47 2019 Scoring Panel Membership

	Name	Title / Organization	Geographic Location (County)
1	Gordon Baranco - Scoring Panel Chair	Retired Judge, BSCC Board Member	Alameda
2	Michelle Scray Brown	Chief Probation Officer, San Bernardino County	San Bernardino
3	Edgar Campos	Principal Manager, EC Consulting	Los Angeles
4	Sharon Green	Founder & Executive Director, Victor Valley Family Resource Center	San Bernardino
5	Curtis Hill	Board Member, California Victim Compensation Board	San Benito
6	Tony Hobson, Ph.D.	Behavioral Health Director, Plumas County Behavioral Health	Plumas
7	Stephanie Kozofsky	Regional Impact Coordinator, Leadership for Educational Equity	Los Angeles
8	Kelly Martin	Custody Supervisor, El Monte Police Department	Los Angeles
9	Karen McDaniel	Co-Founder & Executive Director, The Place4Grace	Riverside
10	Lois Perkins	CEO, Life Community Development	San Bernardino
11	Patrick Rowe	Deputy, Sacramento County Sheriff's Department	Sacramento
12	Sarah Ruby	Deputy Public Defender, Santa Clara County Public Defender's Office	Santa Clara
13	Dorothea "Lynn" White	Employee Relations Officer, California Department of Corrections & Rehabilitation - Valley State Prison	Merced

APPENDIX B

Attachment K: Grantee Assurance for Third Party Non-Governmental Organizations

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. Pages 6-7 of the RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
 - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

1. In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

Lead Public Agency: Los Angeles City Attorney's Office

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Special Services for Groups Project 180	905 E. Street, Los Angeles, CA 90021	Ebell@Project180la.com 213-553-1800	Yes ☑ No □
West Angeles Community Development Corporation (WACDC)	3045 Crenshaw Blvd. Los Angeles, CA90016	kdownard@westangelescdc.org 323-733-8300	Yes ☑ No □
Ms. Hazel's House	3651 S. LA Brea Ave, #275, Los Angeles CA 90016	mshazelshouse@gmail.com 844-803-0688	Yes ☑ No □
RAND Corporation	1776 Main Street, Santa Monica, CA 90407	labriola@rand.org 310-393-0411	Yes ☑ No □
KH Consulting	1901 Avenue of the Stars, Suite 200, Los Angeles CA 90067	gayla@khcg.com 310-203-5417	Yes ☑ No □

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. These records will be subject to the records and retention language found in the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed on pages 6-7 of the Proposition 47 RFP have been met.

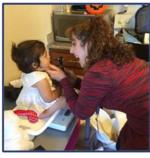
EXHIBIT B







BSCC Grant Administration Guide







July 2016









Board of State and Community Corrections Corrections Planning and Grant Programs Division



State of California **Board of State and Community Corrections**

2590 Venture Oaks Way, Suite 200 Sacramento CA 95833 (916) 445-5073 www.bscc.ca.gov

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WELCOME TO THE 2016 BSCC GRANT ADMINISTRATION GUIDE

FOREWORD

The BSCC Grant Administration Guide (Guide) is intended to help Grantees comply with the terms and conditions that apply to all BSCC grant-funded projects. This Guide supersedes the 2012 version.

All BSCC grant-funded projects must comply with the terms of the grant program under which they are funded. Such terms refer to all requirements as defined by the Grant Agreements, applicable program guidelines contained in the Request for Proposals (RFP) and Request for Applications (RFA), applicable state and federal statutes, and other written directives from the BSCC. At any time, the BSCC may modify and/or impose additional conditions not outlined in this guide when deemed appropriate.

This Guide can be accessed and downloaded from the BSCC website at www.bscc.ca.gov. Any forms referenced in the Guide are available as well. Grantees and stakeholders may request a hardcopy of the Guide.

OVERVIEW

The Board of State and Community Corrections

Established in 2012, the California Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues. (Cal. Pen. Code §§ 6024-6025.) In addition, the BSCC promulgates regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers significant public safety-related grant funding.

Policy for the agency is set by the 13-member Board of State and Community Corrections, whose members are prescribed by statute, appointed by the Governor and the Legislature, and subject to approval by the state Senate. The Board Chair reports directly to the Governor.

Corrections Planning and Grant Programs Division

The Corrections Planning and Grant Programs (CPGP) Division develops, administers and evaluates programs designed to improve the effectiveness of state and local government agencies, as well as the private sector and nonprofit service providers, to foster collaborative approaches for addressing crime and delinquency by fair and equitable approaches. Division staff provides extensive technical assistance and training to state and local agencies as well as grantees.

We are happy to respond to any questions not covered by this Guide and we welcome any suggestion to improve the Guide. Please feel free to contact your designated Field Representative.



1. GENERAL

A. GRANT AGREEMENT

The Grant Agreement, also referred to as the contract, is the signed final agreement between the BSCC and the local government agency or organization authorized to accept grant funding. The Grant Agreement and its components contain all the terms, conditions and requirements of the grant program.

Grant Agreements are fully executed only when signed by both the Grantee and the BSCC Director or designee. The start date as listed on the face page of the contract. Grant project expenses incurred after the start date of the grant cycle but before the execution date of the contract may not be reimbursed.

B. COMPONENTS OF THE CONTRACT

It is the Grantee's responsibility to read and comply with all the terms, conditions and requirements set forth in the contract. The components of the contract are:

- Standard Agreement (Std. 213), the face page of the contract;
- All appropriate exhibits as listed on the face page of the contract;
- Grantee's application or proposal;
- Governing Board Resolution; and
- Applicable conditions and requirements of the RFA/RFP.

C. GRANT AWARD CONDITIONS

1. General Responsibilities

The Grant Award is a legal transfer of funds between the BSCC and a Grantee for a specific project. Projects must conform to the Grant Agreement as specified, as well as the provisions of this Guide. Failure to do so may result in the withholding or disallowance of grant payments on current or future BSCC grants, the reduction or termination of the Grant Award, and/or the denial of future Grant Awards. The terms of the Grant Agreement supersede the provisions in this Guide.

If the Grant Award includes Federal funds, the Grantee must also comply with all applicable Code of Federal Regulations (CFR), Code of Federal Domestic Assistance (CFDA), and other applicable federal guidance.

2. Responsible Agency

The Grantee, as named on the face page of the Grant Agreement, is the agency responsible for the implementation and administration of the Grant Project (Project) and for providing all matching funds as specified in the grant budget. The Grantee may not transfer or assign the Grant Agreement to another agency or party. Additionally, the Grantee shall ensure that all subcontractors comply with the requirements of the Grant Agreement. Any liability arising shall be the responsibility of the Grantee. The State of California and BSCC disclaim responsibility for any such liability.

3. Terms of the Program

The terms of the program are defined by the Grant Agreement and applicable RFP and/or RFA. These key documents must be accessible by the project on-site. Grantees must adhere to these requirements, including its enabling legislation, funding regulations, service standards, and program guidelines. Failure to do so may result in the withholding or disallowance of grant payments on current or future BSCC grants and/or a reduction in funding or termination of the Grant Award and/or the denial of future funding.



In the event the terms of the program are inconsistent with the provisions of this Guide, the terms of the program supersede the provisions of this Guide.

4. Proof of Authority

All Grantees, except for State Agencies, are required to obtain written authorization from its governing board that the Official or Authorized Officer executing the agreement is, in fact, authorized to do so. The written authorization may be a Resolution, Board Minutes, or a letter from the Board Chair. This written authorization shall extend the Official's authority over the execution of any amendments or extensions. Grantees must maintain this written authorization on file and make it available upon demand. It is best to use the Official's title rather than the person's name to avoid having to seek further authorization from the governing agency if the person named is transferred or leaves an agency/organization.

5. Grant Award Changes

Changes made to the Grant Award during the grant cycle must be requested, documented and approved in accordance with the procedures described in Section 14 of this Guide. Oral agreements are not binding.

6. Supplanting Prohibited

Supplanting is strictly prohibited for all BSCC grant funds.

(a) Definition

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. When the Grantee replaces funds in this manner, it reduces the total amount that would have been available for the stated grant purpose.

(b) Grantee's Responsibility

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

7. Funds Availability

Allocation of funds is contingent on the enactment of the State Budget. The BSCC does not have the authority to disburse any funds until the budget is passed. Any expenditure incurred prior to authorization is made at the Grantee's own risk and may be disallowed.

If, during the term of the Grant Agreement, the state and/or federal funds appropriated for the purposes of the grant program are reduced or eliminated by the California Legislature or by the United States Government, or in the event revenues are not collected at the level appropriated, the BSCC may immediately terminate or reduce the grant award upon written notice to the Grantee. No such termination or reduction shall apply to allowable costs already incurred by the Project to the extent that state or federal funds are available for payment of such costs.

The Grant Agreement entered into with BSCC is subject to any applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government subsequent to execution of the contract.



2. GRANT PROJECT BUDGETS

Projects are required to prepare a realistic and prudent budget that avoids unnecessary or unusual expenditures that detract from the accomplishment of the objectives and activities. **Grant project budgets are limited to the funding categories identified in the Project Budget table listed in Exhibit B: Budget Detail and Payment Provisions of the Grant Agreement.** Funding categories generally fall under the following broad budget areas:

- Personal Services Salaries and Benefits
- Operating Expenses; and
- Equipment.

Each funding category listed in Project Budget table in Exhibit B of the Grant Agreement must be substantiated with line-item detail, including calculations, and a brief justification for the expense. Explanatory information included in the budget narrative does not eliminate the line-item detail requirements.

3. KEY PROJECT STAFF AND REQUIRED PERSONNEL POLICIES

A. KEY PROJECT STAFF

1. Project Director

The Project Director has general administrative authority for implementing project activities and maintaining compliance with all programmatic, administrative, and fiscal requirements of the Grant Award. The Project Director is responsible for:

- Ensuring that project monies expended or obligated are for allowable costs and are in compliance with the approved budget;
- Maintaining required documentation of project activities and accomplishments; and
- Signing project requests, reports and modifications where appropriate.

2. Authorized Officer

The Authorized Officer is the person designated by the Grantee's governing board to execute the Grant Agreement and bind the Grantee to the Grant Agreement. The Authorized Officer signs the face page of the contract and all amendments to the contract. The Authorized Officer is identified on the Applicant Information Form and is listed on the face page of the Grant Award.

3. Financial Officer

The Financial Officer oversees the actual receipt and payment of grant monies. The Financial Officer is responsible for:

- · Maintaining proper accounting records; and
- Ensuring the appropriate expenditure of grant funds.

The Financial Officer must be someone other than the Project Director and cannot be the preparer of the Financial Invoice (Form BSCC 201).

If the Auditor-Controller/City Auditor is designated as the Financial Officer in the Grant Award, the Auditor-Controller/City Auditor may not meet the independence standard to perform the audit of the BSCC Grant.



4. Changes in Key Project Staff

Any change in key project staff, and the effective date of the change, must be reported immediately and in writing to the BSCC. The Grantee may also be required to submit a modification and updated Project Contact Information Sheet as discussed in Section 14.

B. PROJECT-SPECIFIC JOB DESCRIPTIONS

The Project must have on file written project-specific job descriptions (as opposed to job specifications) for all positions funded by the grant project. The project-specific job descriptions shall reflect detailed grant-related duties relative to the activities, goals and objectives of the grant-funded program. The project-specific job descriptions must not be the standard job classification description for similarly titled positions within the Grantee's agency.

Where applicable, project-specific job descriptions will include statements that address: data collection responsibilities; project activity tracking; and the creation and maintenance of source documentation. There must be documentation to support the data presented in project evaluations and progress reports.

C. PERSONNEL POLICIES

BSCC-funded projects must have written personnel policies that are available to all employees. Policies must include, at a minimum:

- Conflict of Interest Policy;
- Drug-Free Workplace Policy;
- Lobbying Policy;
- Fidelity Bonds;
- Equal Employment Opportunity
- Suspension and Debarment
- Vendor Verification
- Work hours;
- Compensation rates, including overtime, and benefits;
- Vacation, sick, and other leave allowances;
- Hiring and promotional policies;
- Project Staffing and Operation
- Civil rights requirements

Project staff must be hired and the project operational within 90 days of the approval date of the Grant Agreement. Otherwise, the Grantee must submit a statement to the BSCC explaining the implementation delay. BSCC may choose to cancel the project or extend the implementation date of the project past the 90-day period.

Project staff may be added later to the grant budget if a Grantee submits project modification and it is approved by the BSCC. The added project staff must be hired within 90 days of the modification approval date. If project staff is not hired within 90 days, the Grantee must submit a statement to BSCC explaining the delay.

1. Conflict of Interest

Organizations must have a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.



(a) Use of Grant Funds for Financial Gain

Officials and employees of a Grantee must not participate in activities involving the use of grant funds where there is a financial interest or benefit:

- To him or herself, immediate family, partners, organization (other than a public agency in which he or she is serving as an officer, director, trustee, partner or employee); or
- To any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment.

(b) Inappropriate Use of Funds

Officials and employees of a Grantee must avoid actions that result in, or create the appearance of an inappropriate use of funds, such as:

- Using an official or grant-funded position for personal gain;
- Giving preferential treatment to a particular person or project;
- Losing independence or impartiality;
- Making a decision outside official channels; or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

(c) Contracting with Other Entities under Contract with BSCC

Grantees must submit written notification to BSCC prior to employing, contracting, or engaging in any activity or enterprise with a consultant currently under contract with the BSCC, or any current BSCC employee. The notification must include a full description of the intended relationship between the project and the consultant or employee. BSCC's Executive Director or designee shall review the written notification and determine whether a conflict of interest or the appearance of a conflict of interest exists.

(d) Purchase of Supplies

The project may use funds to purchase supplies or other goods (e.g., rent an office, secure insurance, and purchase office supplies) from a party in which the project employee or board member has a financial interest if all of the following criteria are met:

- The employee or board member who has a financial interest does not take part in the bidding or awarding process;
- The project is receiving the item at a lesser rate or there are additional benefits that would not have been available through an independent party;
- The purchase or transaction is approved by a quorum of the board and documented in the board minutes, and the board member who has a financial interest abstained from voting; and
- The records that support the purchase must be retained by the project as specified in the contract or as long as the supplies/goods or services are being used, whichever is longer.

2. Drug-Free Workplace Certification

The Drug-Free Workplace Act of 1990 requires Grantees to ensure to BSCC that they will comply with the requirements of Government Code sections 8350-8357 as incorporated by reference in Exhibit C of the Grant Agreement. Grant Agreement. The Federal Drug-Free Workplace Act of 1988 requires Grantees to ensure that they will comply with the requirements



of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. In doing so, Grantees assure the BSCC that the project's site is a drug free workplace.

(a) Definitions

- "Drug-free workplace" means a site for the performance of work done in connection
 with a specific grant or contract described in Government Code section 8355 of an
 entity at which employees of the entity are prohibited from engaging in the unlawful
 manufacture, distribution, dispensation, possession, or use of a controlled substance
 in accordance with the requirements of this chapter.
- "Employee" means the employee of a Grantee or contractor directly engaged in the performance of work pursuant to the grant or contract described in Government Code Section 8355.
- "Controlled substance" means a substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC §812).
- "Grantee" means the department, division, or other unit of an organization responsible for the performance under the grant.
- "Contractor" means the department, division, or other unit of a person or organization responsible for the performance under the contract.

(b) Grantee Responsibility

The Grantee certifies that it will provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
- 2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The grantee's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- 3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- 5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the BSCC and U.S. Department of Justice (address below). Notice shall include the identification number(s) of each affected grant.



U.S. Department of Justice Office of Justice Programs ATTN: Control Desk 810 7th Street, NW Washington, D.C. 20531

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- 7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirement.

(c) Consequences of Not Complying with the Drug-Free Workplace Certification

A determination of noncompliance may jeopardize eligibility for continued grant funding. Each contract or Grant Award may be subject to suspension of payments or termination of the contract or grant, or both, and the Contractor or Grantee may be subject to debarment, in accordance with the requirements of California Government Code section 8356, if the BSCC determines that either of the following has occurred:

- The Contractor or Grantee has made a false certification under California Government Code section 8355.
- The Contractor or Grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of California Government Code section 8355.
- The Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with these provisions.
- The BSCC shall immediately notify the Department of General Services of any individual or organization that has an award canceled on the basis of violation of these provisions.

3. Fidelity Bonds

The use of Fidelity Bonds are generally required and a personnel policy must be in place.

(a) Definition

Fidelity Bonds guarantee the bonded employee(s) will handle money and property honestly. The purpose of the Fidelity Bond requirement is to protect public funds by assuring reimbursement to BSCC if Grant Award funds are stolen or otherwise misappropriated by officials and/or employees.

(b) Requirements and Exemptions

Community-Based Organizations (CBOs) and American Indian Organizations are required to obtain a Fidelity Bond or an equivalent employee dishonesty insurance contract. General liability insurance does not fulfill this requirement. **Projects operated by state, city or county units of government are exempt**. CBOs sponsored by State or



local units of government may submit documentation indicating sponsorship in lieu of the bond unless the use of a Fidelity Bond was specifically required in the terms of the program.

4. Equal Employment Opportunity (EEO)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital status, gender/transgender sexual orientation (heterosexuality, homosexuality and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. The BSCC, as well as Grantees/Sub Grantees and Contractors, will not discriminate in the delivery of services or benefits based on the previously identified situations. All contracts awarded to a Community-Based Organization (CBO), and all construction contracts awarded to governmental entities in excess of \$10,000 are required to contain a provision requiring compliance with civil rights regulations.

(a) Grantee EEO Responsibility

All BSCC Grantees must have a current year EEO Policy Statement, established by their agency, and posted in a prominent place accessible to employees and applicants.

The poster entitled "Harassment or Discrimination in Employment is Prohibited by Law" must also be posted in a conspicuous location accessible to employees and applicants for employment. The poster may be obtained from the local office of the Department of Fair Employment and Housing (DFEH).

Grantees acknowledge awareness of and the responsibility to comply with all applicable EEO requirements by signing the Grant Agreement with the BSCC.

(b) State and Federal Civil Rights Laws

Comprehensive state and federal civil rights regulations include the following directives:

- Prohibits discrimination or denial of benefits to persons who are under programs or activities receiving financial assistance from the State of California or the federal government;
- Mandates that qualified persons with disabilities will not be excluded from, denied benefits of, or discriminated against solely on the basis of their physical disability, mental disability, or medical condition under any program or activity receiving financial assistance from BSCC;
- Mandates that all facilities used by BSCC-funded programs shall be made reasonably accessible and usable by the physically handicapped;
- Provides that employers shall make reasonable accommodation for an employee or for an applicant with a known physical or mental disability, unless the employer can demonstrate that such accommodation would impose an undue hardship;
- Guarantees equal opportunity for individuals with disabilities in public and private sector services and employment;
- Mandates that all employers shall ensure a workplace free of sexual harassment; and
- Provides Family Care and Medical Leave and Pregnancy Disability Leave under the California Family Rights Act (CFRA).



(c) Additional Federal Regulations and Requirements

1) **EEOP Compliance Requirements**

Grantees with 50 or more employees receiving \$25,000 or more in federal funds must have a current EEOP on file in their office for possible audit by BSCC or the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice. Grantees required to develop an EEOP can only claim an exemption from the submission requirement if they have not received a single award of \$500,000 or more.

To claim the exemption, the Grantee must complete the Office of Civil Rights (OCR), Certification Form, Section B (http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf) and send it to OCR and BSCC by fax e/mail. If the Grantee does not have a current EEOP on file, they must develop and implement one within 60 calendar days of the date that the BSCC Director signed the Grant Award Face Sheet. The signed certification will be placed on record in the BSCC grant file.

2) Federal Funds of \$500,000 and Above

Grantees with 50 or more employees receiving a single grant of \$500,000 or more in federal funds are required to submit an EEOP Short Form to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for approval and to receive the federal letter of compliance. An approved EEOP from OCR is valid for 24 months from the date of the OCR compliance letter. If the EEOP or federal letter of compliance is not included in the proposal/application, a Grant Award condition will be placed on the grant allowing 60 days for submission of the EEOP.

3) Grantees Exempt from EEOP Requirements

To claim an exemption from the EEOP requirement pursuant to 28 CFR Part 42, Subpart E. Executive orders 11246 and 11375, ANY of the following criteria must be met:

- The Grantee is a nonprofit organization, a medical or educational institution, or an Indian Tribe; OR
- The Grantee has less than 50 employees; OR
- The Grantee received a single award for less than \$25,000

To file an exemption you must complete the Office of Civil Rights (OCR), Certification Form, Section A, http://www.oip.usdoj.gov/about/ocr/pdfs/cert.pdf, and send it to the OCR and BSCC by fax or e/mail:

Fax: 202-354-4380 or askocr@ojp.usdoj.gov ATTN: EEOP Short Form Submission Office of Civil rights Office of Justice Programs U.S. Department of Justice 810 7th Street, NW Washington, DC 20531

And

FAX: 916-327-3317 ATTN: Corrections Planning and Programs Secretary Board of State and Community Corrections 2590 Venture Oaks Way, Suite 200 Sacramento CA 95833



4) Requirements for Continuing EEOP Grants

Grantees who have previously received federal grants of \$25,000 or more, and meet the criteria, are required to maintain a current EEOP on file in their office. Grantees who have previously received a single award in the amount of \$500,000 or more, with 50 or more employees, are required to submit an update of their EEOP if funds are continued. The updated EEOP is due within 24 months of the BSCC or OCR compliance letter. All Grantees, regardless of the type of entity, the number of employees, or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the BSCC or OCR, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population. Additionally, Grantees may be required to submit data to ensure their employment practices comply with state and federal civil rights laws. The passage of Proposition 209 (approved November 1, 1996) has not alleviated the Federal requirement to develop and implement an EEOP (Cal. Const. art. I, § 31.)

5. Suspension and Debarment - Federal Grants

It is the policy of the Federal Government to conduct business only with responsible persons, and a system for debarment and suspension from programs and activities involving Federal financial and non-financial assistance and benefits assist agencies in carrying out this policy. Debarment or suspension of a participant by one agency has government-wide effect.

Grantees receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. By signing the Grant Agreement, the grantee certifies that neither the grantee nor its principals have been suspended or debarred from participation in Federal grants. The grantee also agrees that it will not make any award, sub-award, or enter into any contract greater than \$25,000 with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

6. Verification of Vendor/Contractor Eligibility - Federal Grants

Prior to entering into contracts or procurements greater than \$25,000, Grantees must either obtain a self-certification statement from the vendor/contractor indicating they or their principals are not suspended or debarred, or verify their eligibility to participate in federal awards via the federal Excluded Parties List System (EPLS).

(a) Self-Certification:

The self-certification statement should contain language certifying that neither the organization nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

(b) EPLS Verification:

Verification of eligibility of prospective vendors/contractors may be obtained via the federal System for Award Management (SAM) website at www.sam.gov. It is suggested that a screen shot of the negative results page be kept with the procurement/contract records to support eligibility verification occurred prior to entering into the transaction.

4. ALLOWABLE COSTS FOR PERSONNEL

Allowable costs for personnel must be reasonable and may be used for salaries, wages, and other benefits. It is the Grantees' responsibility to properly document and support such costs.



A. SALARIES

Salaries are fixed compensation for services performed by **employees of the Grantee** and are paid on a regular basis. These costs must be identified by position and percentage of salaries and rounded off to the nearest whole dollar. All other salaries are to be shown in the Operating Expenses Category supported by the contract or operational agreement.

B. EMPLOYEE BENEFITS AND EMPLOYER PAYROLL TAXES

Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by BSCC. These expenses are allowable when they are included in the Grant Award budget and are in accordance with the organization's approved written policies.

C. EMPLOYEE BENEFITS IN THE FORM OF REGULAR COMPENSATION

Employee benefits in the form of regular compensation (normal pay) paid to employees during periods of authorized absences from the job for paid leave are allowable if: (1) they are provided pursuant to an approved leave system; (2) the costs are equitably allocated to all related activities (claimed in proportion to the time spent by the employee working on the grant); and (3) the costs adhere to the state limitations noted below:

- Jury duty costs claimed on the project invoice (BSCC Form 201), must be reduced by any
 jury duty fees received, excluding travel costs; and
- Paid leave (e.g., military leave, medical leave, administrative leave, or workman's compensation) must not exceed 30 calendar days per twelve-month period.

D. GRANTEE UNABLE TO OBTAIN BENEFITS

When a Grantee is unable to obtain benefits, reimbursement payments to employees for such benefits may be allowed. For example, a Grantee may be unable to obtain health insurance due to the size of the organization. In this situation, reimbursement payment may be allowed. However, in order to reimburse its employees, a Grantee must be sure to: (1) disclose reimbursement payments in the Grant Award budget; (2) approve of such reimbursements in the Grantee's written personnel policies; and (3) and document claims with paid invoices submitted by the employees.

E. GRANT EMPLOYEE PLACED ON ADMINISTRATIVE LEAVE

When a grant employee is placed on administrative leave in accordance with the organization's approved written policies, a portion of that employee's salary paid during the administrative leave may be charged to the Grant as personal services. The portion of the administrative leave costs that may be charged is based on the percentage of that employee's salary approved in the grant budget.

F. VACATION, SICK LEAVE, AND COMPENSATING TIME OFF (CTO)

Salary costs include vacation, sick leave, and CTO earned and used during the grant cycle. Overtime and shift differentials are also salary costs. All of these costs should be budgeted beforehand and claimed as personal services.

G. OVERTIME

Overtime is defined as time worked beyond the normal established work week for all employees except those considered exempt under the Fair Labor Standards Act, such as executive, administrative, and/or professional staff. Overtime is reimbursable at a higher than normal rate of pay.

Overtime must be documented by payroll records that reflect at a minimum:



- The name and title of the person performing the overtime and a supervisor's prior approval;
- The hours worked and the amount of overtime:
- The basis for the overtime and the activities performed during overtime; and
- The hourly rate of overtime.

H. CHARGING GRANT FUNDS AS LEAVE TIME

With the exception of a separation from the project, BSCC funds may be charged as leave time (vacation, sick, family leave, compensating time off) only when the time is earned and used during the grant funding cycle. Balances accrued during the funding cycle, but not used, cannot be claimed, unless a separation is involved. The leave costs claimed must be proportional to the amount of time spent by the employee working on the BSCC project. For example, if the employee is 50 percent BSCC funded, BSCC will be charged only 50 percent of eight hours of vacation earned, or four hours.

I. CLAIMING UNUSED LEAVE BALANCE FOR AN EMPLOYEE THAT SEPARATES FROM THE PROJECT

As cited above, the only exception for claiming unused leave balances is when an employee separates from employment from the project. BSCC funds then may be used to pay the employee separating from the project that portion of the leave balances earned during the BSCC funding cycle. The portion of the leave balances earned during any non-BSCC funded period must be paid by another source. In addition, BSCC funds should pay only for a proportional amount of the leave balances earned during the BSCC funding cycle, based on the percentage of time the employee worked on the BSCC grant. For example, if the separating employee worked 50 percent of the time on the BSCC grant, the BSCC grant should pay only 50 percent of the vacation earned and not used by the employee. If the total hours of vacation earned during the BSCC-funded period and not used was 40, then the total hours that can be claimed against the BSCC grant is 20.

J. PROVISIONS REGARDING ALLOWABLE COMPENSATION FOR PERSONNEL

Costs for salaries and benefits of personnel involved in more than one grant or program of the organization must be charged to each grant (or funding source of the program) based on the actual percentage of time spent on each grant or program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the BSCC Grant Award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved Grant Award or subsequent grant award modification.

Functional timesheets or a cost allocation plan for projects with more than one source of funding and/or with multiple programs must be maintained which support the time charged to BSCC grants.

Example A

The BSCC Grant Award budget allows 100 percent (100%) of salaries and benefits for the Project Director. During the grant cycle, the agency received grant funds from another funding source for a different grant, which is also administered by the same Project Director. In this situation, the Grantee must account for the actual time the Project Director spends on each of the separate grants. Because the project has more than one grant, the Project Director is obviously no longer spending 100 percent of his/her time on the single BSCC grant. Although the BSCC grant allows the Grantee to charge up to 100 percent (100%) of the Project Director's salary, the Grantee may only charge BSCC the ACTUAL time spent by the Project Director on the BSCC grant. If the actual amount of



the time the Project Director spends on the BSCC grant is 25 percent (25%), then only 25 percent (25%) of the budgeted amount can be charged to the BSCC grant and claimed for reimbursement. Salary allocation changes require the submission and prior approval of a grant modification.

Example B

The BSCC Grant Award budgets 20 percent (20%) of salaries and benefits for the Program Specialist. During the grant cycle the actual time spent by the Program Specialist amounts to 50 percent (50%) of actual hours charged, BSCC can only be charged 20 percent (20%) of the salaries and benefits amount listed in the approved Grant Award for the Program Specialist until such time as a modification is approved. If the Program Specialist had actually spent only ten percent (10%) of his/her time on a single BSCC program, and 20 percent (20%) was what was actually budgeted, BSCC can only be charged ten percent (10%) of the salaries and benefits amount for the Program Specialist. A modification must be submitted for approval of any allocation changes.

K. ADMINISTRATIVE OVERHEAD POSITIONS

Grantees may elect to charge administrative positions as a direct charge to personal services, and/or as part of indirect costs or administrative overhead. The direct method is explained within this section. If the indirect method is chosen, refer to Section 4.N, which describes how indirect costs and other groupings of costs (cost pools) can be allocated to the grant. Section 4.N.2outlines the elements of a written Cost Allocation Plan.

L. Personnel Changes

Whenever there are budget changes resulting from personnel changes, whether temporary or permanent, the project must submit a modification, and explain the reason for the shifting of personnel, the time period involved, the individuals involved, the salaries paid, and the percentage of time worked. The project also must maintain documentation in the payroll records of the shifting of personnel. During the grant performance period, the Grantee may not add, remove, or change line items to/from the Personal Services/Benefits category without prior BSCC approval. A modification will be necessary to add line items and to increase or decrease the amount of grant funds budgeted to this category. The items added must be allowable expenses programmatically. The organization's Cost Allocation Plan may also require revision to reflect budget changes and to bring the allocation of costs in alignment with current expenditures.

M. FEDERAL AND STATE EMPLOYEE

Where the Grantee is a state agency, compensation of federal and state employees, such as salary payments, travel, and consulting fees, is not allowable unless specifically approved by the BSCC in advance.

N. INDIRECT COST RATE PROPOSAL (ICRP)/ADMINISTRATIVE OVERHEAD

This section is being updated and is anticipated to be completed soon. Current grantees please refer to your grant agreement for information or contact your field representative. Applicants, please refer to the Request for Proposals or contact the identified field representative.

5. OPERATING EXPENSES

General

Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, and equipment. Such expenses may include specific items directly charged to the project, and in some cases, an indirect cost allowance. The expenses must be grant-related (i.e., to further



the program objectives as defined in the Grant Award) and be incurred during the grant cycle. The BSCC reserves the right to make the final determination if an operating expense is allowable and necessary. All charges must be clearly documented and rounded off to the nearest whole dollar.

During the grant performance period, individual line items within the operating expense category (with the exception of Consultant or Contract services) may vary from budgeted amounts without prior BSCC approval as long as the total amount budgeted in the category remains the same.

A. ALLOWABLE EXPENSE ITEMS

A project may, unless otherwise prohibited, include the following expenses under the Operating Expenses category:

- Answering service fees;
- Bank service charges and check printing fees;
- Computer with an acquisition cost of \$4,999* or less;
- Computer equipment rentals;
- Confidential expenditures (e.g., asset forfeiture and sting operations);
- Conferences, seminars, workshops, and training;
- Consultant services;
- Equipment service and maintenance agreements (including those for computers);
- Facilities costs:
- Film or videotape (film or videotape with an acquisition cost of more than \$5,000 per unit and a useful life of more than one year must be charged in the Equipment category);
- Financial audit allowances;
- Furniture and office equipment with an acquisition cost of \$4,999* or less per unit;
- Insurance, e.g., vehicle, fire, bonding, theft, and liability (to include malpractice and board liability);
- Internet access;
- Janitorial services;
- Moving expenses;
- Office supplies;
- Office space;
- Postage;
- Printing;
- Rental or lease of equipment;
- Research forms;
- Software (if not part of a computer package);
- Storage space for evidence;
- Subscriptions;
- Telephone (telephones with an acquisition cost of more than \$5,000 per unit and a useful life of more than one year must be charged in the equipment category);
- Training materials;
- Travel and per diem;
- Utilities; and
- Vehicle maintenance.



If an item is not listed, consult the terms of the program to determine if the expense is allowable.

* Any of these items with an acquisition cost of \$3,500 or more require prior approval by the BSCC. The Grantee must submit a written declaration that the items to be purchased are: 1) to be used for services directly associated with the project; 2) essential to the success of the project; and 3) less expensive than leasing or renting the equipment for the grant cycle (based on an investigation of lease and rental options).

B. Provisions Regarding Allowable Operating Expenses

Operating expenses which cannot be directly charged to a specific project or funding source, such as expenses related to a copier, utilities or janitorial service, must be prorated on the basis of percentage of usage or other reasonable job-costing basis. An allocation plan must be prepared to determine how such operating expenses should be allocated. Schedules of the methods used to allocate such operating expense must be maintained for audit purposes.

The basis of allocating operating expenses must be reviewed and adjusted accordingly by the Grantee on a periodic basis.

Payments made for certain types of expenses which apply to long periods of time also become allocated expenses. For example, the Grantee pays for an insurance policy with a term of one year (November 1, 2014 to October 31, 2015), and the grant cycle (July 1, 2015 to June 30, 2016) includes four months of this one-year period. The Grantee then may allocate one-third (four months) of the insurance costs to the grant.

C. CONFIDENTIAL EXPENDITURES

Confidential expenditures are only allowable for grants to state and local law enforcement agencies that use grant personnel working in an undercover capacity, unless otherwise specifically authorized in the terms of the program.

Requests for Approval – Confidential Expenditures: If not previously authorized in the approved Grant Award, confidential expenditures must be requested using a modification and approved prior to any expenditure. The criteria for confidential expenditures are in the terms of the program.

D. FACILITY RENTAL

Office space for full-time employees and space for files, meetings, mail and supplies may be charged to the grant.

It is the responsibility of the Grantee to ensure that these are consistent with prevailing rates in the local area.

Space for part-time employees must be prorated. For the purpose of this section, the term "employee" includes documented volunteers.

1. Rental Space for Training, Shelter, Counseling Rooms, and Other Required Space

Rental space for training, individual or group counseling rooms may also be charged to the grant if authorized in the terms of the program, and providing the rental space charged is based on actual costs to the Grantee and not reimbursed by any other source.

If other required space, such as a storage or evidence room is allowed in the terms of the program, the Grantee must provide justification for charging the costs to the grant.

Such justification must address the cost and need for the space, how it relates to the project's objectives, and why the agency cannot provide the space at no cost to the grant.



2. Donated Space

A Grantee can claim office space used in a program as in-kind match when they are the owners of the building or the space has been donated.

The value claimed for donated space cannot exceed the monetary value of what would normally be charged for the space in that geographical area.

There must be documentation on file which explains and supports the way the value for the match is determined.

E. MOVING EXPENSES

Projects may budget for moving expenses as long as such expenses are reasonable and related to the accomplishment of grant objectives. For example, a project may claim moving expenses if the project site is being relocated to another site and it is necessary to relocate BSCC-funded supplies, office equipment, etc. to the new site. Moving expenses may not be charged to the grant for transporting personal belongings of staff nor may staff relocation expenses be charged to the grant for costs associated with the project move. Further, projects may not use BSCC grant funds to pay for relocation expenses associated with the hiring of new staff.

If the project is one of many components of a larger organization, the project may only charge the prorated share of expenses proportionate to the BSCC-funded project's percentage of the organization's total overall budget.

F. RENTED OR LEASED EQUIPMENT

An explanation and cost analysis must be submitted if equipment, budgeted in the operating expenses or equipment category, is to be rented or leased. This written analysis must demonstrate how it is more cost effective to rent or lease the equipment rather than purchase it.

The project must receive approval from BSCC prior to the execution of any rental or lease agreement. If the request is made after the grant is awarded, a Grantee must attach the analysis to a completed modification.

G. TRAVEL AND PER DIEM

Travel is usually warranted when personal contact by the employee is the most appropriate method of conducting project-related business.

The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used.

Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend the mandated BSCC training conferences or workshops outlined in the terms of the program.

1. Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit a separate formal request (on Grantee letterhead) for approval to the assigned BSCC Field Representative. Out-of-state travel requests must include a detailed justification and budget information.

2. Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district car pool, or garage may budget either the mileage rate established by the car pool or garage, or the state mileage rate, not to exceed the loaning agency rate.



3. Community-Based Organization (CBO)

A CBO receiving BSCC funds should use the State travel and per diem policy. However, the Grantee's written travel policy should be used if the Grantee's travel policy is more restrictive than the State's.

Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

4. State Travel and Per Diem Policies

(a) General

The information below details the State travel policy. The reimbursement rates are maximums, not allowances. In the event of an audit, employees must be able to produce receipts substantiating the amount claimed. The reimbursement rates listed (verified as of July 1, 2016) are subject to change. To verify rates go to:

http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx

(b) Mileage

When the Grantee utilizes a privately owned vehicle on project-related business, a maximum of 54 cents per mile is allowed at this time. Grantees may verify the currently approved State-approved mileage rates at:

http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx

(c) Meals and Incidental Expenses

Breakfast – \$7.00: Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 8:00 a.m.

Lunch – \$11.00: Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

Dinner – \$23.00: Dinner may be claimed if the trip begins at or before 5:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m., whether on a one-day trip or on the last day of a trip of more than 24 hours.

Incidental Expenses – \$5.00: Incidental expenses may be claimed for trips of 24 hours or more.

(d) Lodging - With Receipts

- Actual lodging expense may be claimed up to the rate specified below:
- Statewide (excluding counties identified below): \$90.00 plus tax.
- Napa, Riverside, and Sacramento Counties: \$95.00, plus tax
- Los Angeles, Orange, Ventura Counties and Edwards AFB, excluding the city of Santa Monica counties: \$120.00 plus tax.
- Alameda, Monterey, San Diego, San Mateo, and Santa Clara counties: \$125.00 plus tax;
- San Francisco County and the City of Santa Monica: \$150.00, plus tax.



Excess lodging costs are restricted and only allowed in exceptional situations. Grantees must justify the need and receive prior written approval from BSCC before incurring expenses for excess lodging costs.

(e) Other

Taxi, airport shuttle, etc. which exceeds \$3.50 must be supported by receipt. Parking in excess of \$10.00 must be supported by receipt.

5. Private Vehicles

Reimbursement is allowed for the cost of project-related personnel operating privately owned vehicles on project-related business if authorized by the Project Director or designee.

6. Commercial Automobile Rental

The actual reasonable cost of commercial automobile rental is allowed when appropriate under the terms of the Grant Award. Premium rental rates, extra charges for luxury items, and the damage/deductible waiver are not allowable costs.

7. Business Expenses

Business expenses for employees on travel status consisting of charges for business phone calls and other appropriate charges necessary to the completion of official business are reimbursable.

8. Travel Claims

Documentation of travel indicating times of departure and return, destinations, and costs, must be maintained to support subsistence allowance (per diem) claims. Mileage logs and receipt vouchers for commercial transportation fares and other expenses must support claims for reimbursable expenses.

9. Consultant Services

Consultant services, as defined in Section 7.F. are allowable expenses.

(a) Transfer of Funds within Operational Agreements

Any funds transferred from the Grantee to any community-based organization, or government agency for the collaborative implementation of the project are also considered Operating Expenses. This includes personnel services provided by personnel employed by an organization identified in an Operational Agreement (OA) and/or Memorandum of Understanding (MOU). A sample OA is included in the RFP/RFA or can be obtained by contacting the designated program analyst. All allowable and non-allowable costs for these salaried employees of an agency identified in an OA are the same as those of employees of the applicant (see Section 8).

(b) Retainer Fees

Retainer fees are not allowable costs. Payments for service must be based on actual hours worked.

(c) Management Services/Studies

Project funds may be used for the performance of any management services or study if authorized in the approved grant award. If such funds are not previously authorized, Grantees must receive prior written approval from BSCC the form of an approved modification for any management service or study is performed by an independent contractor or agency.

H. FOOD AND BEVERAGES

Rules for Food and Beverages



Unless otherwise prohibited by the grant program or fund source, a grantee may use its grant funds to provide food and/or beverages with prior written approval from BSCC and when all of the following criteria are satisfied:

- (a) The provision of food and/or beverages is consistent with the award conditions and program guidelines, and the event at which they are provided is an allowable activity under the award.
- **(b)** The food and/or beverages provided are necessary to the event in that attendees would not be able to fully participate without food and/or beverage.
 - Food and beverages are necessary when there is a need to cover essential material
 in a limited time period, and due to the overall length of the event, it is impractical for
 attendees to seek refreshments or meals elsewhere without missing important event
 information (e.g., discussions, lectures, speeches).(See 5 U.S.C. § 4109.)
 - There should be several hours of substantive/instructional material presented before and after a refreshment or meal. When providing a full meal, substantive/instructional material related to the event topic must be presented during the meal for it to be considered necessary.
 - Food and/or beverages are not necessary when they are provided merely for the pleasure or convenience of the attendees.
- **(c)** The food and/or beverages are provided at the event under appropriate circumstances that minimize costs and prevent the appearance of waste and abuse of resources.
- **(d)** The cost of the food and/or beverages provided is reasonable, and does not exceed the following cost thresholds:
 - Refreshments: The cost of refreshments cannot exceed 23% of the locality Meals and Incidental Expenses rate (see G.4.(c). above) per attendee per day; and
 - Meals: The cost of any meal provided cannot exceed 150% of the locality Meals and Incidental Expenses rate (see G.4. (c). above) per meal.
- **(e)** The food and/or beverages provided are not related directly to amusement and/or social events. In any event where alcohol is being served, it is considered a social event and, consequently, the costs associated with that event are not allowable.

2. Considerations When Providing Food and/or Beverages

The Grantee and its contractors must take into account the following considerations in planning any events where food and/or beverages will be served:

- (a) Formal agenda. The event must be supported with a formal agenda.
- (b) Mandatory attendance. The event must be mandatory and open to all participants.
- **(c) Timing of food and/or beverages.** The event must provide several hours of substantive/instructional material both before and after food and/or beverages are served. Please note that viewing exhibits is not considered to be substantive/instructional material.
- (d) All full meals should be "working" meals. When providing a full meal, ensure that there is substantive instructional material that will accompany that meal. For example, a speaker or video presentation on the substantive event topic can be presented during the meal.
- **(e) Appropriate break foods.** Where break foods are provided, ensure that these foods are appropriate and adhere to the cost thresholds. Break foods include light food and/or drinks



such as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, vegetables, pretzels, cookies, chips, or other snack items.

- **(f) Alcohol prohibited.** Do not pay for bar (i.e., alcohol) charges using federal funds, or registration fees (i.e., program income), as this will be considered an unallowable cost. Do not make alcohol available at the event. Doing so may make the entire event unallowable. Cash bars are not permitted at grant-funded events.
- (g) Per diem. Where applicable, advise participants to reduce per diem appropriately. For example, Grant-funded attendees may not receive a full per diem reimbursement for a day where they were provided a full meal at a grant-funded event, and are responsible for reducing their per diem request by the cost of the meal.
- (h) Concessions. In planning a meeting or conference, hotels and vendors often offer concessions, which are free or discounted items/services, that reduce the government's conference costs. Recipients are encouraged to accept non-perishable concessions from hotels or vendors that would reduce costs instead of concessions on perishable items. Examples of such non-perishable concessions include discounts on audiovisual services or equipment, meeting space, and parking costs.
- (i) Receptions. Receptions are expressly prohibited and are an unallowable cost. A reception is a formal event which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu, such as finger foods, and a longer break between the substantive meetings and the reception.
- (j) Appearance issues. Food and beverage costs are subject to close scrutiny, and all entities using grant funds to provide food and/or beverages must take care to minimize costs and ensure that the spending on food and beverages does not appear to be lavish or wasteful.

3. Requesting Approval

Prior to making arrangements to purchase food and/or beverages, the Grantee must contact the BSCC Field Representative assigned to the grant to request approval. Approval must be received even if the Grantee requested the food and/or beverages in its original proposal or application to the grant program. The BSCC reserves the right to make the final determination if an operating expense is allowable and necessary.

The U.S. Department of Justice, Office of Justice Programs, Food and Beverages Policy for Grants and Cooperative Agreements is available at: http://ojp.gov/funding/Implement/Resources/Food-BeveragePolicy.pdf

I. PROHIBITED EXPENSE ITEMS

1. Bonuses/Commissions

Projects are prohibited from paying any bonus or commission to any individual, organization or firm unless specifically authorized by the terms of the program.

2. Lobbying

BSCC federal and state grant funds, grant property, or grant funded positions shall not be expended or used for any of the following lobbying activities.



(a) Prohibited Lobbying Activities

- Attempts to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
- Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
- Attempts to influence: (1) the introduction of federal or state legislation; or (2) the
 enactment or modification of any pending federal or state legislation through
 communication with any member or employee of the Congress or state Legislature
 (including efforts to influence state or local officials to engage in similar lobbying
 activity), or with any government official or employee in connection with a decision to
 sign or veto enrolled legislation;
- Attempts to influence: (1) the introduction of federal or state legislation; or (2) the
 enactment or modification of any pending federal or state legislation by preparing,
 distributing or using publicity or propaganda, or by urging members of the general
 public or any segment thereof to contribute to or participate in any mass
 demonstration, march, rally, fund-raising drive, lobbying campaign or letter writing or
 telephone campaign; or
- Attending legislative liaison activities, including legislative sessions or committee
 hearings; gathering information regarding legislation; and analyzing the effect of
 legislation are prohibited when such activities are carried out in support of or in
 knowing preparation for an effort to engage in unallowable lobbying.

(b) Activities Exempt from the Prohibition

- Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement, such as:
 - Offering testimony in a hearing, statements or letters
 - to Congress or a state Legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the Grantee member, Legislative body or subdivision, or a cognizant staff member thereof
 - provided such information is readily obtainable and may be readily put in deliverable form; and
 - Costs for travel, lodging or meals related to this activity are unallowable unless:

 (1) the testimony is offered at a regularly scheduled Congressional or state
 Legislative hearing; and (2) it was made pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- Any lobbying made unallowable by Section I.2 above to influence state legislation in order to directly reduce the cost or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- Participating in any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.



- Providing testimony before legislative bodies reviewing the effectiveness of grant programs.
- Introducing and offering support in the state Legislature of general statutory reform, such as criminal code revisions, court reform, etc.

3. Fundraising

BSCC grant funds cannot be used for fundraising. For example grant funds cannot be used to organize financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions, unless fundraising for the furtherance of grant objectives is specifically allowed under the terms of the program.

4. Real Property and Improvements

Expenses for real property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable expenditures unless specifically authorized in the terms of the program.

5. Interest, Charges, Fees, and Penalties

Finance charges, late payment fees, penalties, and returned check charges are not allowable expenditures. The cost of interest payments is only allowable if the cost is a result of a lease/purchase agreement.

6. Weapons and Ammunition

The cost of weapons and/or ammunition of any type are not allowable expenditures, unless it is part of a governmental negotiated benefit package, or specifically authorized in the terms of the program.

7. Dues, Licenses, and Fees

Membership dues for the licensing or credentialing of professional personnel, the cost of the license, and any annual professional dues or fees are not allowable expenditures unless they are part of a governmental benefit package or specifically authorized by the terms of the program.

8. Depreciation

Depreciation charges are not allowable expenditures.

6. EQUIPMENT / FIXED ASSETS

Equipment and fixed assets are nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (including tax and installation). If equipment is purchased as a complete package (i.e., computer, monitor, modem, software, etc.), the total package cost, not the unit cost, would determine if it qualifies under the equipment category. All equipment purchased by the Grantee is the property of the Grantee. BSCC does not claim title to the equipment but requires the Grantee to maintain accountability for the equipment.

A. PRIOR APPROVAL

All equipment or fixed assets with an acquisition cost of \$3,500 or more require prior approval by the BSCC. The Grantee must submit a written declaration that the equipment or fixed assets to be purchased are: 1) to be used for services directly associated with the project; 2) essential to the success of the project; and 3) less expensive than leasing or renting the equipment for the grant cycle based on an investigation of lease and rental options.



B. ALLOWABLE EQUIPMENT

Equipment that is directly related to and used for project activities will be considered for purchase approval only if no other equipment owned by the applicant is available and suitable for the project. Projects are expected to purchase only energy efficient equipment whenever possible and appropriate.

Grant funds cannot be used for equipment if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant cycle.

Equipment should be ordered as soon as possible so that it can be placed in service during the grant cycle.

1. Motorized Vehicles

Aircraft, watercraft, and other motorized vehicles (except automobiles) are not allowable budget items unless specifically authorized in the terms of the program.

2. Automobiles

If automobiles are allowable pursuant to the terms of the program, the Project must provide substantial justification demonstrating the grant-related need. The justification must be submitted attached to a modification if not previously authorized in the approved Grant Award and include the following information:

- Describe the need for a vehicle, including the size of the service area and the need to provide direct service away from the office;
- Describe the lack of available agency vehicles;
- Describe the lack of available personal vehicles for which mileage can be charged or a reason why the agency will not allow personal vehicle usage during working hours; and
- Include a cost analysis for the vehicle purchase as compared to other options, including lease and personal vehicle use with mileage.

3. Computers and Automated Equipment

(a) Internet Access

Funded projects are required to maintain internet access with an established e-mail address for grant-related communication with BSCC. Grant funds may be used for this purpose unless specifically restricted by the terms of the program.

(b) Justification

The purchase of computers and automated equipment necessary to achieve grant objectives may be requested unless prohibited in the terms of the program. Approval for purchases is contingent on the project's ability to demonstrate a cost effective, project-related need. This is best demonstrated by clearly relating each computer system or component to the grant objectives and activities. The amount of information necessary will be determined by the complexity of the proposed system.

(c) Cost

The cost of a computer system must include all expenses required to purchase, install and operate the system. These expenses include, but are not limited to hardware, software, maintenance, upgrade, training, conversion, technical assistance, consultants,



programmers, analysts, furniture, supplies, modems, telephone lines, and connect time to mainframe or data centers. Computers and related expenses must be itemized in the budget pages of the Grant Award and described in sufficient detail to allow BSCC to assess their size and complexity.

(d) Community-Based Organization (CBO)

Applicants from community-based organizations may budget for computer equipment, software, and related costs. BSCC will evaluate the proposed purchase on the basis of grant-related need.

If the implementing agency is a CBO sponsored by a unit of government, BSCC's policy for CBOs will apply, and BSCC will also evaluate the proposed purchase of computer equipment, software, and related costs.

(e) Units of Government

Applicants from units of government may budget for computer equipment, software, and related costs. BSCC will evaluate the proposed purchase on the basis of grant-related need.

Units of government using federal funds to establish or enhance criminal intelligence systems are also subject to 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Consult the specific terms of the program for information regarding additional requirements and approvals.

(f) Justification – Computers and Automated Systems

To certify that all resources (e.g., hardware, software, personnel, and telecommunications) to be utilized by the project are in compliance, the Project Director must submit a written justification. If not previously authorized in the approved grant award, the justification must be attached to a modification and demonstrate that the purchase abides by applicable standards, policies, and procedures for automated systems as contained within the terms of the program, the agency's local policies and operating procedures, and this Guide.

4. Lease-to-Purchase Agreement

If a lease-to-purchase equipment is requested, a Grantee must submit a justification and cost analysis, demonstrating that it is more cost effective to lease rather than purchase the item.

If a lease-to-purchase agreement is not previously authorized in the approved Grant Award, the justification and cost analysis must be submitted with a modification. The Project must receive BSCC approval prior to the signing of the lease/purchase agreement.

5. Equipment Identification and Records

Projects must maintain a readily identifiable inventory of all equipment purchased wholly, or in part, with BSCC grant funds. Equipment must be noted in a log, either written or digital containing the following information for as long as the equipment is owned by the Grantee.

Equipment records must contain the following information:

- A description of the property;
- Serial number, or other identification number;
- Source of the property;
- Identification of the title holder;
- Acquisition date;
- Cost of the equipment:



- Percentage of Federal participation in the cost of the equipment;
- Location of the equipment;
- Use and condition of the equipment;
- Unit acquisition cost; and
- Disposition, data, including date of disposal and sale price.

A Grantee must take a physical inventory of equipment and reconcile the results with the equipment records at least once every two years.

The Project is responsible for maintaining all equipment purchased with grant funds and the equipment must be available for review by BSCC staff during Site and Monitoring visits.

6. Losses/Replacements

Projects must safeguard equipment purchased with grant funds and are responsible for any losses. Lost, stolen, or destroyed equipment must be reported to BSCC in writing within 14 calendar days of the date of the loss. The report must include appropriate police reports, insurance claims, and a letter signed by the Project Director explaining the circumstances involved and the precautions taken to prevent such losses from occurring in the future. The report must also detail how the equipment will be replaced, the timeframe for replacement, and the potential impact on program objectives without replacement of the equipment.

Damaged equipment that will not be repaired must be reported to BSCC on a modification within 14 calendar days of the date of damage, with a justification explaining how grant objectives will be achieved without the equipment. Projects must obtain written approval from BSCC prior to replacing, trading, or otherwise disposing of damaged, lost, or stolen grant equipment.

7. CONTRACTS AND PROCUREMENTS

A. RESPONSIBILITY

The Grantee is the responsible entity, without recourse to BSCC, regarding the settlement and satisfaction of all contractual and administrative issues arising from contracts of the Grantee and Grant Award procurements. This responsibility includes, but is not limited to, disputes, claims, and protests of awards.

1. Units of Government Guidelines

Governmental entities must comply with applicable procurement laws and policies for their jurisdiction when contracting for goods or procuring services. Matters concerning violation of laws must be referred to the local, state, or federal authority having jurisdiction.

2. Definitions

(a) Contracts

Contracts refer to the purchasing of services including, but not limited to, independent CPA audits, maintenance agreements, accounting services, and consultants. All contracts are subject to BSCC contract standards as outlined in this section.

(b) Procurement

Procurement refers to the purchasing of goods necessary to carry out the project objectives. BSCC procurement standards apply to all contracts for goods, including office supplies, and equipment paid for in whole or in part by grant funds.



3. Approvals

All contracts and procurements must be for allowable expenditures according to the terms of the grant program under which the agreement is funded.

Purchases for computers and/or equipment valued at \$3,500 or more, which were not previously approved in the Grant Award budget, require prior approval from the BSCC.

For CBOs and entities that are **not** units of government, contracts over \$50,000 require BSCC prior approval. Requests for approval must include the procedures that will be used to comply with section 7.B. below.

B. METHODS OF CONTRACTING AND/OR PROCUREMENT

For non-governmental entities, contracts and procurements that use grant funds must be made by one of the following methods:

1. Informal Advertising

(a) Contracts and Procurements under \$5,000

Contracts and procurements under \$5,000 do not require formal advertising. However, informal competition is still suggested for purchases between \$100 and \$4,999.

(b) Documentation

Documentation showing the service providers or vendors contacted, including the vendor's name, address, telephone number, who provided the quote, the date contacted, and the prices quoted, must be maintained in the project's files for audit purposes. A minimum of three (3) vendors or two (2) State certified small businesses should be contacted.

2. Formal Advertising

Contracts and procurements for purchases \$5,000 or over require formal advertising. In this process, a bidder is selected based on material submitted in a response to an Invitation for Bid (IFB) or RFP only. IFBs/RFPs must clearly define all requirements the bidder must fulfill for the bid or offer, which will be evaluated by the project. Bidders are not allowed to discuss or clarify any points after their bids have been submitted. A firm, fixed-price contract results with no face-to-face negotiation.

(a) Invitation for Bid (IFB)

An IFB is used to solicit prices for services or goods based on definitive specifications. It must include a clear and accurate description of the technical requirements for the services, (Contracts) to be produced, or the material or product, (Goods) to be procured. The description must not contain features that unduly restrict competition.

Using clear and precise specifications is crucial in formal advertising because it ensures that all bidders will have a complete and consistent understanding of what is required. Accurate descriptions of the requirements make certain that bidders will not have varying interpretations and in turn, they will accurately account for all costs in their responses, including any timelines, and all programmatic requirements.

(b) Request for Proposals (RFP)

RFP often does not provide a detailed description of what is to be provided. It is designed to solicit a proposal from bidders to solve a stated problem or meet a stated need. The proposal is the product of the bidder's creative thoughts and provides the detailed approach and description of what is to be accomplished or produced, as well as a price for the services or goods to be provided.



RFP should include:

- A clear statement of the problem to be solved;
- Realistic terms as to what the contractor is to accomplish;
- Time schedules, including dates for awarding the contract, commencement of performance, submission of progress reports, and completion;
- Payment plans and schedule, as appropriate; and
- Proposal Requirements for Bidders:
 - Description of qualifications, description of lead personnel, amount of time and personnel to be expended, and equipment and facilities to be utilized;
 - Description of techniques to be used in solving the stated problem or meeting the stated need; and
 - Total cost of the contract.

3. Contract and Procurement Awards

Contract and procurement awards must be made to the responsible contractor or vendor whose bid or offer is responsive to the solicitation and is most advantageous to the project, as well price and other factors considered.

Any or all bids or offers may be rejected when it is in the project's best interest to do so, and such rejections are also in accordance with applicable federal, state, and local laws or ordinances, rules, regulations, and policies.

Consideration should be given to such matters as contractor integrity, record of past performance, financial and technical resources, and/or accessibility to the necessary resources. A bidder is considered responsible when it has been established that the bidder has the technical capability, financial capacity, sufficient staff, a satisfactory record of past performance, and is otherwise qualified and eligible. For contracts greater than \$25,000, you must also verify that the contractor has not been suspended or debarred from participation in federal awards prior to entering into the contract.

4. Cost Price Analysis

All procurements and/or contracts funded by federal grant awards must have a cost or price analysis performed and maintained on file. The cost/price analysis is written documentation demonstrating the reasonableness of the proposed price of the contract or procured item. Specifically:

- Price analysis is the process of examining and evaluating a proposed price without evaluating its separate elements of cost to determine the price is reasonable. It is generally used for simple procurements for which there is adequate catalog pricing and market competition.
- Cost analysis is the review and evaluation of separate elements of cost and profit or fee in a contractor's proposal. A cost analysis is required when a bidder is required to submit the elements of his estimated cost, e.g. on consulting contracts for professional services.

A cost analysis is necessary whenever competition is lacking, and for non-competitive bid procurements, contract modifications and change orders.

The method and degree of cost/price analysis is dependent on the facts surrounding the particular procurement situation. In addition to price, examples of factors that can be taken into consideration include items such as:



- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly or within the time specified;
- The warranty, product life expectancy and/or the ability of the bidder to provide future maintenance and service of the item being procured.

C. Non-Competitive Bid Requests

A Non-Competitive Bid (NCB) transaction shall be defined as a contract for goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts sometimes include goods as well as services, and this definition will also apply to those circumstances.

The project must maintain documentation for justification of NCB contracts under \$5,000, including professional services and consulting contracts. The documentation must include the information outlined in this section, support the conditions listed below, and be maintained on file at the project's offices. Prior approval is required for NCB contracts of \$5,000 or over.

1. Conditions of an NCB

NCB must meet at least one of the following conditions:

- When the goods or services required are available from only one contractor/ vendor;
- When an IFB or RFP produces only one qualified bidder;
- Emergency in nature (the contract is necessary for immediate preservation of public health, welfare or safety);
- The contractor meets a temporary or time limited employment need;
- No payment is made for services rendered; only per diem and travel is paid;
- The contract is solely for the purpose of obtaining expert witnesses for criminal trials;
- There is a maintenance agreement for equipment that is under documented warranty or where there is only one authorized or qualified representative or where there is only one distributor in the area for service;
- Proprietary software contracts;
- The contractor possesses unique features or is uniquely positioned to supply the required service; or
- To provide interim services while conducting competitive bid.

2. NCB Justification Procedure

All NCB contract for services or purchases of \$5,000 or over must be justified and have prior written approval from BSCC. A justification statement must be presented in the format provided in the next section. Source documentation as to how the NCB was determined must be on file and available for audits. The checklist will not be considered source documentation.

(a) Justification Procedure - Contracts

Include a brief description of the program or project and the services being contracted. This information must include the Grant Award number, contract amount, and pertinent background data.



1) Need and Price Determination

Explain the necessity to contract non-competitively and how the price for the contract was determined, including:

- Expertise of contractor;
- Management capabilities to perform the tasks required;
- Contractor's responsiveness to need identified by the project;
- Contractor's relevant knowledge and experience; and
- Justification of the reasonableness of the cost. The following factors will be used in determining that the costs are justified:
 - Cost information that has sufficient detail to support and justify the contract;
 - Cost information for similar services with differences noted and explained;
 - Special factors affecting the cost of the contract.

2) Uniqueness of Contract

Explain the uniqueness of the contract, including:

- Patents, copyrights;
- Facilities, investments; or
- Continuation of an existing project.

3) Time Constraints

- Explain any time constraints including:
- When contractual coverage is required and why;
- Impact on project if dates are not met; and/or
- Time required for another contractor to reach the same level of competence. Equate to dollars, if possible.

(b) Justification Procedures – Procurement

Justification must include a description of the product to be purchased, the need for the specific brand and its relationship to the project. This information must include the Grant Award number, the cost or purchase amount and pertinent background data. It should explain the necessity of the purchase and how the price for the product was determined.

(c) One Bid Received or Considered Responsive

In a situation where NCB is necessary because only one bid or proposal has been received or considered responsive, the following additional information is required:

- A copy of the IFB or RFP and the bidder's list;
- A description of the method used to solicit responses. Copies of newspaper ads and information outlining the development of the bidder's list must be included;
- A description of the follow-up activity performed to determine why other contractors did not submit a bid; and
- An explanation as to why it was not put out to bid again.



D. ELEMENTS OF A CONTRACT OR PURCHASE ORDER/DOCUMENT

A contract or purchase order/document defines the relationship or agreement between the project and the contractor or vendor. All contracts and purchase orders/documents must be prepared in accordance with existing State policies and clearly define the responsibilities of all parties.

1. Minimum Requirements

At a minimum, a contract or purchase order/document must include the following:

- Designation of the parties to the contract or the agreement;
- Term of the contract (period of performance) or agreement;
- Maximum amount and basis upon which the payment is to be made under the terms of the contract or agreement;
- For procurements clear definition of the types and quantities of the products to be delivered including delivery schedules;
- For contracts clear and complete statement of the work or services to be performed, rendered, or provided;
- Payment schedule based upon satisfactory delivery of services and/or goods at predetermined intervals including the amount or percentage of total payments to be withheld pending satisfactory completion for all terms and conditions of the contract or agreement;
- Penalty clauses (punitive measures for when the contract is not being fulfilled).
- Termination for cause/convenience clause describing the manner by which the contract may be terminated, the basis for settlement, and conditions under which the contract may be terminated for default or because of circumstances beyond the control of the contractor;
- A provision that allows BSCC, the Federal awarding agency, the Comptroller General
 of the United States, or any of their duly authorized representative, access to any
 books, documents, papers and records of the contractor which are directly pertinent
 to the program for the purpose of making audits, examinations, excerpts and
 transcriptions, for all contracts greater than \$100,000; and
- Compliance with Equal Employment Opportunity per Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60 (required on all CBO contracts, and on all governmental entity construction contracts awarded in excess of \$10,000).

2. Additional Requirements for Contracts with Governmental Entities

Governmental entities have additional requirements, and must include the following provisions in all contracts as noted below:

- Notice of BSCC reporting requirements;
- Notice of BSCC requirements pertaining to patent rights, copy rights and rights in data;
- Compliance with the Energy Policy and Conservation Act;
- Compliance with the Clean Air, Clean Water, and Environmental Protection Agency regulations (contracts in excess of \$100,000);
- Access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;



- Retention of all required records for three years after all final payments are made and all other pending matters are closed; and
- Retention of all required records for three years after Grantee makes final payments and all other pending matters are closed.

E. SELECTING A CONTRACTOR

Each proposal or bid should be evaluated to determine the proposal that will best meet the project's needs. The following are some criteria that should be included in the evaluation:

- Does the bidder understand the project's stated problems or needs?
- Is the approach to the problem or need reasonable and feasible?
- Does the bidder have the organizational, financial solvency, resources, and experience to perform the assignment? Has the bidder had experience in similar areas?
- What are the professional qualifications of the personnel committed to the contract?
- Is the bidder on the federal suspension and debarment list?
- What is the total cost?

F. INDEPENDENT CONTRACTOR/CONSULTANT

Consultant services are either provided on a contractual or salary basis by individuals or organizations that are not employees of the project. Services provided by a salaried employee of an agency identified in an Operational Agreement (OA) are not considered consultant services. Independent contractors must not be used in lieu of employees. If the contract is \$5,000 or over, the project must hire the independent contractor through Competitive Bid, or submit a Non-Competitive Bid (NCB) request to BSCC for prior approval. If the contract is less than \$5,000, the project must maintain documentation for justification of the NCB contract.

Independent contractors are defined as individuals or organizations that meet any of the following criteria:

- Produce a specific product or service;
- Work independently without direct supervision from the project;
- Work on specific projects;
- Provide services for a limited number of hours or period of time; and/or
- Have no agency management or oversight responsibilities that are directed toward the financial success or direction of the agency.

There must be a signed, written agreement between the organization and independent contractor specifying the contract period, compensation rate, duties or obligations, and any other conditions of employment. For more guidance, see California Department of General Services, State Contracting Manual Vol. 1 (April 2015) available at http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx.

G. RATES

The rate is to be negotiated by the Grantee in accordance with the agency's consultant hiring policies. The rate is the total amount payable including any and all benefit.

Grantee must ensure that the per-day rate (excluding travel and per diem cost) paid to independent contractors is reasonable. An eight hour day may include preparation, evaluation and travel time in addition to the time required for actual performance.



1. Exception to Rates

Compensation for independent contractors employed by state and local governments will be allowed when the unit of government will not provide their services without costs. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.

2. Expert Witness Fees

Prosecution or criminal defense projects, routinely using "expert witnesses" as independent contractors to conduct evaluations and provide expert testimony in the courtroom. These kinds of projects may only charge for costs above that which the county is required to cover. The total amount budgeted for expert witness fees must not exceed ten percent (10%) of the project's total budget.

Written justification for proposed expert witness cost must accompany a modification if not previously approved in the Grant Award. The justification must include the following:

- Qualifications, training, and experience of the expert(s), including a statement regarding recognition by the court of the individual as an expert;
- Specialized certification/license [e.g., Masters in Social Work (MSW), Licensed Clinical Social Worker (LCSW), Marriage, Family and Child Counselor (MFCC), Medical Doctor (MD)];
- Rate of pay per hour, including documentation of a survey of the availability of similar consultants, the current "going rate," the proposed rate of pay, as well as a cost breakdown if the expert is paid according to services (e.g., mileage, waiting time, court testimony);
- Proposed services to be provided (e.g., analysis of forensic evidence, psychological evaluation); and
- Reason why this cost cannot be paid with county or other funds.

H. CONTRACT LIMITATIONS

Specific provisions for contracting with individuals, other government units, and non-government organizations are as follows:

- Organizations funded by BSCC shall comply with IRS requirements related to consultants;
- Public officers or employees of a state or local government entity cannot be individual contractors if they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state, local agency, or department;
- Travel and per diem costs must be in conformance with project policies:
- Preparation and travel time may not be included without adequate written justification; and
- Equipment purchase and/or leases may not be included in consultant contracts.

I. CONTRACT PROVISIONS

Consultant contracts must adhere to, but are not limited to the following:

- Applicable requirements of the terms of the program must be incorporated into all consultant contracts;
- The project must require source documentation of consultants that supports contract billings. Time and attendance reports must support hours charged. Travel vouchers detailing the purpose, time, and destination must support travel claims. Purchase orders,



invoices, etc., must support operating expense claims. These requirements do not apply to fixed fee contracts:

- Compensation, travel, and per diem rates must be specified in the consultant's contract and must comply with those of the project or be more restrictive;
- Performance must be measurable. Objectives and timetables must be clearly stated.
 Progress reports must be required, at least quarterly, to ensure services are provided in compliance with the contract;
- Dual compensation (i.e., payment to a party more than once for the same work) must be specifically excluded; and
- Settlement of disputes between the project and the consultant is the responsibility of the project. BSCC is not responsible or obligated to or for the consultant and will not intervene in disputes between the consultant and the project.

J. DRUG-FREE WORKPLACE CERTIFICATION REQUIREMENTS

It is the Grantee's responsibility to ensure that all subcontractors paid by BSCC grant funds must comply with the provisions of Section 3.E.The subcontractors must notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances.

8. OPERATIONAL AGREEMENTS

Definition: An Operational Agreement (OA) is a formal agreement between an implementing agency and one or more partner agencies. It is also referred to as a Memorandum of Understanding (MOU) or Letter of Intent. An OA or MOU is not a contract for goods and/or services because partner agencies are active participants in the implementation of the project.

A. ESTABLISHING OPERATIONAL AGREEMENTS

An OA or MOU may be required by the terms of the program. Grantees should refer to the terms of the applicable RFA or RFP for instruction. Unlike the procurement process, Implementing Agencies are not required to use a competitive bid process to select partner agencies for an OA. Implementing Agencies are expected to select partner agencies that are the best equipped to support the implementation of the project. However, partner agencies must be units of government or non-profit organizations.

B. ELEMENTS OF AN OPERATIONAL AGREEMENT

The sample OA form provided in the RFP or RFA may be used as a reference. The following elements must be included in the OA:

- Name of the Implementing Agency and the partner agency in the OA.;
- Titles and contact information for the primary contacts for each partner;
- Time frame;
- Roles and responsibilities of the Implementing agency and each partner agency.
- Specific information concerning all fiscal transfers. The OA must include the total amount
 of grant funds that will be transferred to each partner agency, the process for transferring
 such funds, the use of such funds, and any match provided by the partner agency. Any
 funds included in the OA must be clearly designated in the Grant Award budget;
- Specific information concerning all non-fiscal resources shared between the Implementing Agency and a partner agency. This includes shared equipment, staff time, office space, or other resources contributing to the implementation of the project;



- Reporting requirements to collect information necessary from each partner agency to meet BSCC reporting requirements; and
- Dated signatures of the chief executives or designees of the Implementing Agency and the each partner agency.

C. REQUIREMENTS OF PARTNER AGENCIES

Grantees must ensure that partner agencies that receive grant funds comply with all applicable the terms of the program and this Guide on the use of grant funds.

9. PUBLICATIONS: MULTI-MEDIA MATERIALS, COPYRIGHTS AND PATENTS

A. DEFINITION

The term "publications" includes brochures, posters, videotapes, DVD/CDs, or other multi-media materials. It does not include transient information published solely on a project's web site.

B. BSCC REVIEW

Where activities supported in part or in whole with BSCC grant funds produce original publications, the Grantee must notify BSCC 60 calendar days in advance of any intended publication. This notification must be in addition to the Grant Application and subsequent award. Upon request from BSCC, the project must submit a request for approval for the materials to be published.

In response, BSCC may request to review the publication. The project may not publish the material until BSCC provides final written approval. If BSCC approves the material, the Grantee must furnish BSCC with two (2) copies of the final product within 30 calendar days of publication.

C. INCOME RESULTING FROM SALE OR DISTRIBUTION

As long as BSCC maintains ownership of the publication, any income resulting from the sale or distribution of publications produced in part or in whole by BSCC grant funds is considered project income and is subject to the provisions of Section 13.

After disposition and transfer of title, no report of income generated by the publication will be necessary unless otherwise required by BSCC.

BSCC reserves the right to retain ownership and require additional reporting of generated income beyond the Grant Award period or cycle on exceptional publications as deemed necessary.

D. TRANSFER OF PUBLICATION TITLE

After the completion of the Grant Award period or funding cycle (whichever is later), transfer of title and/or copyright may be approved by the BSCC upon certification that any profits derived from or generated by the publication will be used for criminal justice related activities, or to further the original intent of the grant project. In determining whether or not to approve transfer of title, the BSCC will consider programmatic and fiscal performance conditions, the potential for project income, the applicability, and cost to the field in general.

E. CREDITS AND DISCLAIMERS

Publications produced in part or in whole with grant funds may require the following credit reference:

"This publication was financially assisted by the Board of State and Community Corrections (BSCC)."

Publications produced in part or in whole with state or federal funds will require the following credit reference:



"This project/publication was supported by funding awarded by (state/federal grant fund) (grant number) through the Board of State and Community Corrections (BSCC)."

BSCC may also require that the publication include the following disclaimer statement:

"The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the BSCC. The BSCC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use these materials and to authorize others to do so."

The BSCC reserves the right to require additional information in the publication. These statements must be placed in a visible location at the beginning and/or end of the published materials. Projects producing publications should consult their assigned BSCC Program Analyst to coordinate the appropriate credit reference.

F. COPYRIGHTS AND RIGHTS IN DATA

All activities supported under the Grant Award Agreement are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include, but are not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," the BSCC owns all rights comprised in the copyright, and therefore the BSCC reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

G. PATENTS

If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, with BSCC grant funds, credit of the discovery or invention must be given to the BSCC as provided in subsection E. Determination of rights to inventions or discoveries shall be made by the BSCC, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued.

In all cases, the BSCC shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with the BSCC grant funds.

10. GRANTEE FINANCIAL REPORTS

Disbursement of grant funds occurs on a reimbursement basis for actual program costs incurred during a reporting period. Invoices are submitted on-line on a quarterly basis. Advance payments are not allowed. However, recognizing that non-profit grantees may face potential cash-flow issues, non-profit grantees are permitted to submit monthly invoices.

The Project Financial Officer must certify that each invoice submitted to the BSCC is accurate and reflects actual expenditures incurred by the project. Someone other than the Project Financial Officer must complete the invoice (Form BSCC 201). Failure to submit an accurate financial invoice in a timely manner may result in payments being withheld, delayed, or denied.

A. EXECUTION OF GRANT AGREEMENT

The Grant Agreement or contract is considered fully executed only after the face page (Form Std. 213) has been signed by both the Grantee and the BSCC Director or designee.

- Once executed Grantees may begin submitting invoices (Form BSCC 201) for costs incurred during the grant cycle.
- Costs incurred prior to the grant cycle start date cannot be reimbursed.



B. FUNDS DISBURSEMENT

Disbursement of grant funds typically occurs on a reimbursement basis for actual program costs incurred during the grant cycle. Any variance from this procedure will be described in the grant agreement. Funds may be disbursed only after:

- The Grant Agreement has been fully executed by the BSCC;
- The grant cycle has begun;
- The State Budget has passed; and
- BSCC has received a financial invoice (BSCC Form 201) for reimbursement.

1. Address for Receiving Payment

All warrants will be mailed to the designated payment mailing address indicated on the Grant Award Face Sheet and in the Grant Agreement. If the designated payment mailing address changes, a modification listing the address change must be submitted, before warrants will be mailed to the new address.

Letters from projects changing a permanent mailing address will not be accepted.

2. Funds Requested

All Grantees must follow these guidelines when requesting reimbursement:

- The Grantee must expend cash before claiming an expenditure on the invoice (Form BSCC 201).
- The Grantee must not request funds for expenses that have not been paid when the invoice (Form BSCC 201) is submitted.
- Balances must not exceed the approved budget.
- If a budget category is over expended, the amount requested and current expenditure columns on the Invoice (Form BSCC 201) will be reduced by that amount.
- Any other requirements will be included in the Grant Agreement.

3. Encumbrances and Liquidation Expenditures

Funds may only be used for the purpose(s) authorized in the Grant Award and must be accounted for as specified in the Grant Agreement and in this Guide.

(a) Definition of an Encumbrance

In general, an encumbrance occurs when funds are set aside to pay for a particular expense. It is an accounting transaction, which should be recorded appropriately. The funds are committed to a specific use and are no longer available for other expenditures.

Since the goods or services have not been received, the project legally owes nothing to the vendor or supplier.

An encumbrance is defined by the following three characteristics:

- The expenditure is approved in the original budget or a subsequent Grant Award Modification (BSCC Form 223);
- A formal written order or request (i.e., requisition) is approved by the Project Director or designated official prior to the end of the grant cycle; and
- A purchase order/contract has been submitted to the vendor or supplier of goods or services.



(b) Liquidation Period

The liquidation period is a 90-calendar day timeline immediately following the end of the grant cycle.

(c) Liquidation Expenditures

In order for cash expenditures made during the liquidation period to be claimed on the final invoice (BSCC Form 201) these expenditures must have: (1) met the definition of an encumbrance and (2) been financed by an encumbrance recorded prior to the end of the grant cycle (recorded = formal entry in accounting records). The liquidation period exists to allow projects time to receive ordered goods or services and make final payments. The Grantee may not incur any new expenses or obligations during the liquidation period nor claim them against the BSCC grant.

4. Double Billings

Projects are prohibited from billing other federal, state, or local agencies for goods and/or services that have been billed and/or reimbursed to the project by the BSCC.

C. Monthly Invoice (Form BSCC 201) SUBMITTAL

CBOs may report expenditures and request funds on a monthly basis unless they elect to submit quarterly invoices.

Grantees must submit an invoice (Form BSCC 201) to the BSCC within 30 calendar days of the end of the report period, regardless of whether funds are requested.

Grantees must also submit their final invoice (Form BSCC 201) no later than 60 days after the end of the grant cycle.

The claimed expenses must be grant-related (i.e., they must further the project objectives as defined in the Grant Award Agreement) and be incurred during the grant cycle. BSCC reserves the right to make the final determination if an expense is allowable and necessary.

D. QUARTERLY INVOICE (FORM BSCC 201) SUBMITTAL

All Grantees other than CBOs must report expenditures and request funds on a quarterly basis unless specifically authorized by the BSCC.

Grantees are required to submit an invoice (BSCC Form 201), within 45 calendar days of the end of the report period, whether or not funds are requested. The first three months of the grant cycle will be the first quarter.

The claimed expenses must be grant-related. For example, they must further the project objectives as defined in the Grant Award Agreement. The claimed expenses must also be incurred during the grant cycle. The BSCC reserves the right to make the final determination on whether an expense is allowable and necessary.

E. FINAL INVOICE (FORM BSCC 201)

Unless otherwise noted in the Grant Agreement, Grantees must submit a final invoice (Form BSCC 201) no later than 60 calendar days after the end of grant cycle. If a Grantee does not submit a final invoice, the BSCC may consider the last invoice submitted as the final invoice and close out the grant. If there is a special condition to reduce the liquidation period, the special condition supersedes this section.

Once the BSCC has processed the final invoice (Form BSCC 201), the grant will be closed and no further payment activities against the grant will be permitted.



F. FINANCIAL INVOICE (FORM BSCC 201) INSTRUCTIONS

1. Where to Obtain the Financial Invoice (Form BSCC 201)

Grantees can locate the appropriate financial invoice for their agency/project on the BSCC website under Corrections Planning and Grant Programs (CPGP) Division:

http://www.bscc.ca.gov/s correctionsplanningandprograms.php

The invoice files can be access by clicking the Quick Link, Invoicing located on the right side of the CPGP page.

Invoices are sorted by grant program (e.g., Juvenile Accountability Block Grant, Title II, etc.). Find the correct program and fiscal year and click the [+] Expand link to locate the correct Excel file.

2. Password Protection

The Excel files are password protected. The password for the invoice will be provided to you by BSCC staff, as applicable.

3. Downloading and Saving the Financial Invoice (Form BSCC 201)

The invoice files must be downloaded and saved to a local computer prior to each reporting period (this will ensure the most current budget information is being used on the invoices/budget modifications). The files should not be used within the web browser.

Once the invoice file is open, detailed instructions for downloading are located on the worksheet titled INSTRUCTIONS.

4. Completing and Submitting the Financial Invoice (Form BSCC 201)

Detailed instructions for completing and submitting the financial invoice (Form BSCC 201) are located on the INSTRUCTIONS worksheet in the Excel workbook. It is helpful to print the instructions for reference before working in the invoice tab.

Contact the BSCC Fiscal Analyst assigned to your program for technical assistance in completing and submitting the invoice (Form BSCC 201). To find the assigned analyst, under Quick Links on the CPGP page, click the <u>Grant Staff Assignments</u> link.

5. Enabling Macros

Certain functions of the invoice file require macros to be enabled. A macro is a series of commands and/or functions, such as calculations, that are stored within the document for tasks performed repeatedly. In most cases, Excel will prompt the user to enable macros. When this prompt appears, click "enable."

Enabling macros for this file will not compromise the security of the local system or the security of the agency's network in any way. If the prompt to enable macros does not appear, contact your IT department to assist.

6. Microsoft Outlook

The online invoice submittal process relies on the configuration of Microsoft Outlook on a local computer. If Microsoft Outlook is not available on the computer on which you are working, contact the assigned BSCC Field Representative or Program Analyst for technical assistance.

11. ACCOUNTING SYSTEMS

The project must establish and maintain an adequate accounting and internal administrative control system. The Grantee is required to establish and maintain an accounting system that at a minimum includes the general ledger accounting structure, subsidiary accounting records, and procedures that



define how and by whom the funds are handled. The accounting records must identify the receipt and the expenditure of all BSCC funds.

Overall, the accounting system should conform to Generally Accepted Accounting Principles (GAAP) as required in Title 2 of the Code of Federal Regulations, Grants and Agreements.

The accounting system must fully record the amount and disposition of all project funds.

Accounting records must show receipt of funds and expenditures by source (e.g., federal, state, or local).

Match funds and related expenditures must be identified in the accounting records (i.e., general ledger) and reported on the Financial Invoice (Form BSCC 201).

A fund accounting system must be maintained that ensures all BSCC income and expenditures are separately identifiable from non-BSCC funds.

Financial institutions used for the deposit of grant funds must be insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC).

Accounting systems for BSCC projects may be on a cash, accrual, or modified accrual basis. NOTE: Financial Invoice (BSCC Form 201) payment requests should be made only on a cash basis as specified in Section 11.

A. CASH BASIS

Under a cash basis system, revenue is not recognized when it is earned, but rather only when the payment is received. Similarly, expenses are recognized when they are paid, not when they are incurred.

B. ACCRUAL BASIS

Accrual basis revenue is recognized in the accounts when the transaction occurs (when earned), regardless of the period in which the related cash is collected. Expenses are recognized and matched with the revenue of the period to which it relates, regardless of when it is paid.

C. MODIFIED ACCRUAL BASIS

Modified accrual basis is a compromise between the cash and accrual systems used by most governmental units. Revenues are recognized either when they are received in cash (e.g., licenses or fines) or when collection of the amounts can be reasonably estimated to be received in the near future (e.g., property taxes). Expenses are generally recognized in the period in which goods and services are received or a liability is incurred.

The accounting system must provide accurate and current financial reporting information. All accounting records and supporting documentation must maintain a clear audit trail.

The project must establish and maintain a system of internal accounting control adequate to safeguard grant assets, review the grant accounting and financial data for accuracy and reliability, and promote operational efficiency.

D. GENERAL LEDGER ACCOUNT STRUCTURE

Expenditures of grant funds must be recorded in categories which parallel the Grant Award:

All general ledger account entries must be supported by the subsidiary records and the original source documentation. The format of the subsidiary records is determined by the project. The project must be able to show with documentation (i.e., work sheet) that general ledger entries can be traced (reconciled) to the Invoice (BSCC Form 201).

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12. MATCH REQUIREMENTS

Matching is cost sharing. Specifically, it means the portion of the projects costs not paid by Federal funds or State funds. There are many types of match requirements, which vary across different agencies and grant awards. Grantees are responsible for reading and understanding the specific, applicable match requirement.

A. CASH MATCH

Cash match, also known as hard match, is income from a source other than grant funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities, and supplies may be considered cash match, if not in violation of the prohibition on supplanting. A cash match must be specifically identified by line-item as match in the budget.

B. IN-KIND MATCH

In-kind match is not allowable unless specifically permitted in the terms of the program.

In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of the BSCC's Grant Award activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations, and individuals. Examples include donated office supplies, equipment, professional services, and volunteer time. In general, the value of in-kind contributions is determined by fair market value, which must be separately identified in the budget.

In some cases, the terms of the program allow for the use of volunteer services as in-kind contributions. In these situations, additional measures should be followed to document the value of such services. Projects should document actual time worked by using a time reporting system such as sign-in and sign-out sheets which are completed by the volunteer and contain the signed approval by the supervisor.

Another method is to use the volunteer staff schedule. Volunteer staff initial and indicate the days/hours worked and the supervisor signs and dates the schedules to indicate approval.

Projects must also maintain documentation to support the claimed hourly salary rate of the volunteer services. The rate claimed should be comparable to the rates for paid employees performing similar duties. Published rates will not be allowed unless projects can provide evidence that the rates are comparable.

The documentation should include duty statements for the volunteer positions and the comparable paid employee positions and information regarding the hourly salary rates paid to those particular employees. The hourly volunteer rates used, multiplied by the volunteer hours worked, total the dollar amount of the in-kind contributions. This calculation and the other referenced documentation should be maintained as part of the accounting records.

Costs associated with volunteers may be claimed. These costs should be determined using the same methods used when calculating costs associated with employees.

C. MATCH CATEGORIES (ALLOWABLE/NON-ALLOWABLE)

1. Asset Forfeitures

Assets from federal or state forfeiture proceedings are an allowable match if permitted by the terms of the program.

2. Matching State/Federal Funds with State/Federal Funds

State and/or federal funds can be used to match other state and/or federal funds only if all of the following conditions have been met:



- The other funding source does not prohibit this practice as stated in 2 CFR § 200.306;
- The funds are to be used for identical activities (e.g., to augment the project); and
- The project obtains written approval from BSCC, or the terms of the program allow this practice.

D. THE MATCH REQUIREMENT

The required match is specified in the terms of the program.

E. OVER MATCH

Projects are encouraged to budget only for the required match. What the Grantee specifies for the required match in the budget becomes part of the Grant Award. As part of the Grant Award, it is subject to all programmatic restrictions, audit requirements, and thus, it cannot be reduced by the Project once the grant proposal is approved.

F. CALCULATING THE MATCH REQUIREMENT

The Match Requirement is calculated by two methods. The amount may be based either on the total project cost or on the percent of grant funds allocated to the project. The terms of the program or its authorizing legislation will specify which method will be used. If this is not the case, the match must be calculated using the total project cost method.

1. Match Based on Total Project Cost

To calculate the match requirement, subtract the required match percent from 100 percent (100%), divide the Grant Award amount by this difference to determine the total project cost, and then subtract the Grant Award amount (the BSCC allocation) to determine the match amount. The following example below demonstrates how to calculate the amount of a ten percent match (10%) on a \$50,000 allocation, based on Total Project Cost.

Example		
Grant Award Amount Divide \$50,000 by .9 (100 minus 10 = 90) Subtract Grant Award Amount Required Match	= = = =	\$50,000 \$55,555 (Total Project Cost) \$50,000 (90%) \$5,555 (10%)

2. Match Based on Percent of Funds Allocated

To calculate the match requirement, multiply the Grant Award amount (the BSCC allocation) by the required match percent. The example below demonstrates how to calculate the amount of a ten percent (10%) match on a \$50,000 allocation, based on percent of funds allocated.

Example		
Grant Award Amount	=	\$50,000
Percent of Cash Match	=	10%
Multiply \$50,000 by .10	=	\$5,000 (Amount of match)



G. CHANGING THE TYPE OF MATCH

Projects normally are not allowed to change the type of match included in the grant once the grant budget has been approved. However, a Grantee may request a change by submitting the following forms to BSCC:

- A completed Grant Award Budget Modification (BSCC Form 223) indicating any applicable changes in the budget categories and a written narrative describing the changes to the type of match and justification for the changes; and
- Revised budget pages.

Note: Match amounts must be separately identified on the budget pages.

H. REPORTING

Reporting of expenditure of match contributions need not be made in exact proportion to the expenditure of grant funds. However, the full match contribution must be expended before the grant expires in order to receive all funds allocated.

The expenditure of both cash and in-kind contributions must be reported on the Invoice (BSCC Form 201), as the expenditures occur. The percentage of match expenditures reported may vary from the budgeted match percentage. The full match contribution must be expended before the grant expires in order to receive all funds allocated. If the Grantee does not expend the required match by the end of the grant cycle, the BSCC will invoice the Grantee for funds allocated that did not meet their match.

Match funds and related expenditures must be identified in the accounting records (e.g., general ledger), reported on the Invoice (BSCC Form 201), and included in the audit report (see Section 16).

13. PROJECT AND OTHER INCOME

Project Income Generated by the Use of State and/or Federal Funds: Any income you make from your award is considered project income. You can use project income to advance your program objectives, or refund the income back to BSCC.

Types of project income may include the following:

- Client fees:
- Interest earned on generated income;
- Registration fees;
- Sale of publications, videos, and other project-generated materials; and
- Asset seizures and forfeitures.

However, donations should not be considered project income. Grant funds cannot be used for organized fundraising.

Project income cannot be used to satisfy the match requirement unless specifically allowed in the terms of the program.

A. RECORDS OF RECEIPT AND DISPOSITION OF PROJECT INCOME

Records of receipt and disposition of project income must be maintained in the same manner as required for grant funds. Project income must be reported in writing. The report must indicate how the income was earned and propose how it will be reallocated. If the proposal later changes, a separate project income transmittal must be submitted. Unless additional restrictions on the disposition of project income are contained in the terms of the program, project income must be:



- Used by the project for a purpose that furthers the objectives of the project for which
 the grant was made, such as expanding the project, continuing the project, and
 obtaining equipment or other assets needed for the project; or
- Returned to BSCC.

B. INCOME EARNED BUT NOT USED DURING THE PROJECT

Unless otherwise stipulated in the award, any project income earned during the performance period but not used for the project must be refunded to the BSCC. The proportion that is refunded pertains to the ratio of federal/state funds participation as funded in the project. For example, if seventy-five percent (75%) of the grant is federal/state funds and the other twenty-five percent (25%) is from the Grantee, then seventy-five percent (75%) of the project income left at the end of the grant cycle must be refunded to BSCC and the Grantee retains the other twenty-five percent (25%). The BSCC will refund the project income to the appropriate state/federal agencies.

C. INTEREST INCOME

Interest income is defined as income earned on advances of grant funds. Interest income must be reported at the end of the funding year. The form and a check for the amount of interest income to be refunded should be attached to the final Invoice (BSCC Form 201). This does not apply to state agencies, including state institutions of higher education, state hospitals, or if otherwise specified in the terms of the program.

D. OTHER INCOME

In rare cases, a Grantee may receive a refund due to an over-estimate of the employer's contribution to the Public Employees Retirement System (PERS), and the contribution has been charged to a grant as an employee benefit cost. If the overpayment refund is received within the grant's funding cycle (even if the Grant Award period has ended), the Grantee may claim the refund as project income.

14. CHANGES TO GRANT AWARD

A. AMENDING THE GRANT AWARD

1. Definition

Amendments are changes to the Grant Award. Amendments are necessary in order to:

- Change the approved grant cycle;
- Change the Grant Award amount (increase or decrease); or
- Change the Grantee name.

Changes to the Grant Award must be approved by BSCC.

2. Requesting an Amendment

The following documents are required to request an amendment of a Grant Award:

- A Standard Agreement Amendment (Form Std. 213A), with the original signature of the person designated by the governing board; and
- Applicable BSCC grant modification forms (BSCC Form 223); and
- Revised budget pages if increasing or decreasing the funds awarded.

If the written authorization from the governing board does not authorize amendments to increase/decrease the grant award to change the grant cycle, a new written authorization from the governing board must be obtained and made available for review upon request.



B. MODIFYING THE GRANT AWARD

Modifications are other changes to the approved Grant Award and include:

- Budget modification;
- Adding a new line item to any budget category;
- Change in key personnel;
- Change in goals, objectives, or activities;
- Changes to the liquidation period;
- Non-Competitive Bid approval;
- Consultant approval (e.g., expert witness);
- Out-of-state travel approval;
- Changes in operational agreements;
- Addition of an Emergency Fund;
- Changes in the type of match; and
- Changes to either physical or mailing address.

In addition, BSCC reserves the right to require a modification for any change in the Grant Award Agreement.

C. GRANT AWARD EXTENSIONS

An extension is a specific change in the grant, which extends the length of the grant cycle.

Extensions of grant cycles may be requested for unavoidable delays beyond the Grantee's control, including but not limited, to the following:

- Insufficient time to complete the project objectives;
- Extreme difficulties in acquiring adequate staffing of the project;
- Sudden or unexpected termination of the Project Director or other responsible officers;
- Delays in processing grant modifications and/or amendments;
- Delays caused by acts of legislative or judicial bodies;
- A strike which affects the performance of the project; or
- Natural disasters affecting project performance.

1. Documentation

Documentation for extensions must be in writing. The request should be received by BSCC at least 30 calendar days prior to the conclusion of the Grant Award period. Oral requests for extensions do not bind either BSCC or the Grantee.

2. Operating After End of Grant Cycle

Projects that have not received written approval of the extension from the BSCC by the end of the grant cycle and continue to operate do so at their own risk. There is no guarantee that the extension will be approved by the BSCC, or reimbursement will be made for expenditures incurred after the grant cycle.

3. Considerations

In reviewing the Grant Award extension request, the BSCC will consider the following:

- Past and current performance;
- The availability of funds;
- Timely submission of completed fiscal and program reports; and



Circumstances and justification for the request.

4. Extension Procedures

To request an extension, the following must be submitted to the BSCC:

- A BSCC Grant Award Amendment (BSCC Form 213A), with original signature of the person authorized to sign the Grant Award; and
- A completed and signed Program Modification (BSCC Form 225).

BSCC reserves the right to require additional documentation.

D. AUGMENTATIONS

An augmentation is specific change to increase the dollar amount of the approved Grant Award.

1. Considerations

An augmentation is initiated and approved by the BSCC. The BSCC will consider, at least, the following factors in determining whether or not to augment a project:

- Availability of funds; and
- Programmatic and/or State needs.

2. Augmentation Procedures

To process an augmentation request, the following forms must be submitted:

- A BSCC Grant Award Amendment (Std. 213A), with original signature of the person authorized to sign the Grant Award;
- A completed and signed Grant Budget Modification (BSCC Form 223); and
- Revised budget pages indicating the new total project costs.

For Community-Based Organizations, if the original fidelity bond does not cover the increased Grant Award funds, the Grantee must submit certification of increased coverage within 30 calendar days of the approval of the amendment request.

The BSCC reserves the right to require additional documentation.

E. REDUCTION TO GRANT AWARD

A reduction is a decrease in the Grant Award amount.

1. Considerations

A reduction is initiated by the BSCC or at the request of the Grantee. The BSCC will consider at least the following factors in determining whether to decrease funding to a project:

- Failure to comply with grant requirements;
- Failure to meet program objectives and/or service goals;
- Availability of funds; and
- Project's expenditure pattern.

In the event it becomes necessary to decrease project funds, the project will be officially notified in writing by the BSCC.

2. Reduction Procedures

To process a decrease in Grant Award funds the following must be submitted:

 A BSCC Grant Award Amendment (Form Std. 213A), with an original signature of the person authorized to sign the Grant Award;



- A completed and signed Grant Award Modification (BSCC Form 223); and
- Revised budget pages indicating the reduced total project costs.

F. EXTENSION OF LIQUIDATION PERIOD

The liquidation period is the 90 calendar days following the grant cycle. A request for the extension of the liquidation period must be submitted within the first 60 calendar days of the liquidation period.

1. Considerations

The following will be considered:

- Past and current performance;
- The availability of funds;
- Timely submission of completed fiscal and program reports; and
- Circumstances and justification for the request.

2. Procedures

To request an extension of the liquidation period a completed and signed modification must be submitted to the BSCC.

G. BUDGET MODIFICATION

A budget modification is a modification that changes the approved budget but does not change the Grant Award amount or the grant cycle.

1. Prior Approval

Prior approval is required from the Field Representative for budget modifications which:

- Transfer funds from one approved budget category to another;
- Reallocate personnel, the time period involved, the individuals involved, the salaries paid, and/or the percentage of time worked; and
- Reallocate personnel, the time period involved, the individuals involved, the salaries paid, and/or the percentage of time worked for those identified as consultant positions in the Operating Expenses Category.

If prior approval is not obtained, the grant reimbursement may be reduced by the amount of the unauthorized expenditure(s). Unauthorized expenditures may also result in audit issues.

2. Budget Modification Procedures

Budget modifications must be submitted on a Budget Modification (BSCC Form 223), and approved before the expenditure is reported (or ordered, contracted for, etc.) on a Financial Invoice (BSCC Form 201). Revised budget pages are required for approval.

Any changes to budget categories as a result of a modification must be reflected on the next invoice after the change is approved. A budget modification need not be submitted to resolve questioned/disallowed costs resulting from an audit.

H. PROGRAM MODIFICATION

1. General

Any changes to the project objectives must be approved in writing prior to the implementation of changes. If the proposed change requires the submittal of a Program Modification (BSCC Form 225), it may also require the submittal of a separate Budget Modification (BSCC Form 223).

Program modifications:



- Are generally reserved for substantive changes in project scope and specific program components;
- Are not permissible for statutorily required program objectives;
- Must be discussed, prior to a modification submission, with your designated BSCC Field Representative who will decide if it is necessary proceed with a formal Program Modification (BSCC Form 225);
- Require a detailed narrative to explain why the change is necessary and what the outcome will be if the modification is not approved; and
- Must be submitted by the Project Director.

2. Considerations

Requests to modify objectives must show that the need to modify arose out of circumstances beyond the project's control, including but not limited to, the following:

- Extreme difficulties in acquiring adequate staffing for the project;
- Sudden or unexpected termination of necessary project personnel;
- Delays in processing grant modifications and/or amendments;
- Delays caused by acts of legislative or judicial bodies;
- A strike which affects the performance of the project; or
- Natural disasters affecting project performance.

3. Approval

All modifications to project objectives require prior BSCC approval in writing.

I. INSTRUCTIONS FOR BSCC BUDGET AND PROGRAM MODIFICATIONS

Modifications to the budget or program require a written form to be completed and submitted to the BSCC. Budget modification forms have specific instructions, configurations, and must be submitted online. Program modifications forms may be emailed.

1. Budget Modification Form BSCC 223

The budge modification form is located within the financial invoice Excel workbook. Grantees can locate the budget form for their agency/project on the BSCC website under Corrections Planning and Grant Programs (CPGP) Division:

http://www.bscc.ca.gov/s correctionsplanningandprograms.php

The invoice files can be access by clicking the Quick Link, Invoicing located on the right side of the CPGP page. Files are sorted by grant program (e.g., Juvenile Accountability Block Grant, Title II, etc.). Find the correct program and fiscal year and click the [+] Expand link to locate the correct Excel file.

(a) Password Protection

The Excel files are password protected.

(b) Completing and Submitting the Budget Modification

The budget modification form can be accessed by clicking on workbook tab titled, BUDGET MODIFICATION.

Detailed instructions for completing and submitting the budget modification are located on the INSTRUCTIONS worksheet in the Excel workbook. It is helpful to print the instructions for reference before completing the budget modification.



Contact the BSCC Fiscal Analyst designated to your program for technical assistance in completing and submitting the modification. To find the designated analyst, under Quick Links on the CPGP page, click the <u>Grant Staff Assignments</u>.

(c) Enabling Macros

Certain functions of the Excel file require macros to be enabled. A macro is a series of commands and/or functions, such as calculations, that are stored within the document for tasks performed repeatedly. In most cases, Excel will prompt the user to enable macros. When this prompt appears, click "enable".

Enabling macros for this file will not compromise the security of the local system or the security of the agency's network in any way. If the prompt to enable macros does not appear, contact your IT department to assist.

(d) Microsoft Outlook

The online submittal process relies on the configuration of Microsoft Outlook on a local computer. If Microsoft Outlook is not available on the computer on which you are working, contact the assigned BSCC Program or Fiscal Analyst for technical assistance.

2. Program Modification Form BSCC 225

Program modifications must be submitted on a Program Modification (BSCC Form 225) indicating the following: Written justification for the project objective changes being requested; and Applicable changes in the budget (if there are none, type "NO CHANGE" in the budget section).

The Program Modification form can be emailed upon request to your Program Analyst. Detailed instructions for completing the modification are located on the form itself.

15. GRANTEE PROJECT REPORTING

The BSCC is committed to measuring the results of grant programs by requiring the use of evaluation mechanisms, evaluation plans, progress reports, and final program evaluations.

Due dates and specific requirements for these reporting requirements may vary by grant program and funding source. Requirements are detailed in each grant RFP/RFA and in the grant contract. Grantee acknowledges awareness of and the responsibility to complying with reporting requirements by signing the grant award agreement.

A. GUIDING PRINCIPLES - IMPLEMENTING EVIDENCE-BASED PRACTICES (EBP)

1. EBP Basic Principles

EBP emphasizes measurable outcomes and ensures that services and resources are actually effective. EBP consists of three basic principles:

- Evidence that the intervention is likely to work, i.e., produce a desired benefit;
- Evidence that the intervention is being carried out as intended; and
- Evidence that allows an evaluation of whether the intervention worked.

2. Embedding EBP into BSCC Grant Projects

Evidence-based practices with an emphasis on data-driven decision making are to be embedded in all BSCC grant projects whenever possible.

The principles of EBP call for an evaluation of all program activities in order to measure impact, i.e. outcomes. In addition, it is the responsibility of the BSCC to:

Verify that grant money is well spent; and



• Use grant results to add to the body of knowledge regarding what works.

More information regarding EBP can be found on the BSCC website, www.bscc.ca.gov.

B. Local Evaluation Plan

The purpose of the Local Evaluation Plan, or outline of the final project evaluation, is to ensure programs funded by the BSCC can be evaluated. Refer to the appropriate RFP/RFA for program specific requirements. At a minimum, local evaluation plans shall:

- Clearly state project goals and objectives;
- Describe project components, program activities, and evidence-based practices that will used;
- Provide information regarding process and outcome evaluations;
- Describe outcome variables that will be measured; and
- Describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s).

C. QUARTERLY PROGRESS REPORTS

Quarterly progress reports serve a vital function in the success of the grant program. They are necessary to:

- Document the project's progress toward meeting goals and objectives in accordance with the terms of the program;
- Provide a mechanism by which the Grantee can identify issues and need for technical assistance: and
- Provide the BSCC with updates on the process evaluation, as stated in the local evaluation plan.

Progress reporting periods and due dates are specified in the Exhibit A: Scope of Work of the program's grant contract. Failure to submit a report on time may result in the withholding or disallowance of grant payments, the reduction or termination of grant funds, and/or the denial of future grant funding.

Grantees must have the ability to collect the specified program activity data (e.g. number of participants, events, etc.) and report it to the BSCC on quarterly progress reports during the term of the grant performance period.

The report form and instructions are available to grantees on the BSCC's website.

D. LOCAL EVALUATION REPORT

The purpose of the Local Evaluation Report is to determine whether the overall program (including each project component) was effective. Final reports vary by grant program, but at a minimum will:

- Include an Executive Summary
- Restate project goals and objectives
- Assess and document the effectiveness of the activities that were implemented within each individual project component, and as identified in the Local Evaluation Plan.
- Describe the evaluation design or model, as laid out in the local evaluation plan, including process and outcome variables;



- Provide in-depth discussions of the final outcomes of the program (for each individual project component), and include a determination of the degree of effectiveness and/or ineffectiveness; and
- Provide a conclusion.

E. SOURCE DOCUMENTATION

Funded projects are required to participate in data collection and submit all required reports. Grantees must keep accurate records as source documentation to support the information reported in the Progress Report.

Project records must be retained by the project for at least three years from the end of the grant award period. During programmatic monitoring and site visits, the BSCC will review these records for accuracy and compare that data to the progress reports submitted by the project.

Projects are to retain source documentation for progress reports on a quarterly basis, regardless of submission requirements. The progress reports provide project staff and BSCC with a formal process to document ongoing grant activities and project progress toward the achievement of stated program goals. All progress reports are reviewed by Program Specialists and retained in the project's award file at BSCC.

Review of Records: Acceptance of a grant obligates the project to allow employees and/or authorized representatives of the BSCC unrestricted access to inspect, copy, and audit all pertinent books, documents, papers, and records, including redacted confidential records.

16. GRANT AUDIT REPORTS

A. GENERAL AUDIT REQUIREMENTS

All Grantees of BSCC grant awards are subject to the auditing requirements set forth in the grant contract.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and 3 years following the end of the grant cycle. At any time, the BSCC may disallow all or part of the cost of an activity or action determined to not be in compliance with the terms and conditions of the contract.

The Grantee agrees that the BSCC, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of Grant Agreement. Grantee agrees to maintain and provide access to such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

The Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of the Grant Agreement.

B. FEDERAL AUDIT REQUIREMENTS

To safeguard BSCC assets and to ensure all grant funds are accounted for, Grantees shall be audited in accordance with the following:

Grantees expending \$750,000 or more of federal funds annually must comply with the requirements for audit established by the Federal Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and arrange for an audit by an independent CPA firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits. Audit reports must be submitted within nine months after the Grantee's fiscal year.



Grantees expending less than \$750,000 of federal funds annually are not required to perform an agency-wide audit in accordance with the guideline set forth by OMB CFR Part 200. However, if such an audit is performed for other purposes, the Grantee is required to forward a copy of the audit report to the BSCC within nine months after the fiscal year or the grant ending date. Grantees must maintain appropriate records to document grant compliance and are subject to audit by representatives of the BSCC, the State of California, and the United States Government.

The full text of the OMB CFR Part 200 is available at: http://www.ecfr.gov

Financial accountability and compliance require all funds to be expended in accordance with federal and state laws, rules and regulations, the terms of the program, and the BSCC Grant Administration Guide.

1. Timely Submittal of Audit Reports

Projects may be suspended, terminated or withdrawn if the required audit is not performed, and/or the audit report is not submitted within nine months after the end of the Grantee's fiscal year end.

Any audit report extension requests must be in writing and submitted prior to the deadline.

2. Scope of Audit

All audits performed under this section shall be made by an independent auditor (qualified state or local government auditors or an independent public accountant licensed by the State of California) as defined in Chapter 3, Paragraphs 3.03 through 3.32 of the most current version of the Governmental Auditing Standards (GAS Standards), which can be viewed at: http://www.gao.gov/yellowbook/overview.

3. Grant Specific Audits

Grant Specific audits and audits in which the BSCC is named as a "major program" must consider provisions contained in the terms of the program and the BSCC Grant Administration Guide, and must report on the revenues and expenditures of the grant.

Unless limited by the nature of the audit, the auditor shall determine the following:

The financial statements of the organization present fairly its financial position and the results of its financial operations in accordance with Generally Accepted Accounting Principles (GAAP).

The organization has internal accounting and administrative control systems to provide reasonable assurance that it is managing the program in compliance with applicable laws and regulations pertaining to the expenditure of federal grant funds.

The organization has complied with laws and regulations that may have a material effect on its financial statements and on the BSCC-funded project.

4. Frequency of Audit

Audits required by CFR 200 – Uniform Guidance must be completed and submitted to the BSCC Monitoring Division no later than nine months after the close of the Grantee's fiscal year if the federal funding received by the Grantee agency is \$750,000 or more.

If grant-funded projects meeting the federal funding threshold of \$750,000 have been granted an augmentation and extension for 12 or 24 months, then an audit must be completed for each year. Projects are allowed to budget to the federal funds for a separate audit for each year of the extended grant. However, these costs must be budgeted proportionately to the federal funds received and not all to the BSCC award.



5. Securing Audits

The Grantee must arrange for a financial audit (as defined by GAO Standards). The Single Audit Act Amendment of 1996, CFR 200 – Uniform Guidance and subsequent circulars should be considered in securing the audit. If there is a conflict in audit requirements, BSCC policy will supersede. If the Grantee does not comply with the audit requirements, special conditions may be placed on any current and future Grant Award Agreement(s) to require the project to comply. Subsequent Grant Awards may be denied or current Grant Awards may be withheld or terminated.

6. Relation to Other Audit Requirements

Organizations which are required to procure annual single audits in accordance with the provisions of CFR 200 – Uniform Guidance must include BSCC grant expenditures in total or by cost category in the Schedule of Federal Assistance. Organizations which elect to conduct a Grant Specific audit or a Financial Statement audit must ensure the audit is conducted in accordance to GAS requirements and must provide a copy of the audit to the BSCC.

7. Audit Costs

Grantees expending less than \$750,000 in federal funds annually cannot use federal funds to reimburse for costs associated with audits.

Grantees expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to CFR 200 – Uniform Guidance and are allowed to utilize federal grant funds to pay for audit costs.

Specifically, the allowable audit costs are as follows:

- If the total project cost is less than or equal to \$150,000, the project may budget up to \$2,000 for the financial audit costs for one audit per year for each year of the grant; or
- If the total project cost is greater than \$150,000, the project may budget up to one and a half percent (1.5%) of the total grant for audit costs.

(a) Designating Audit Costs in the Project Budget

In order for the project to claim audit costs, the costs must be designated as a separate line-item within the operating expenses budget category and be encumbered prior to the end of the grant cycle. Encumbering audit costs means the project has the audit costs designated and approved in the original budget or added as an approved line-item during the grant cycle and have selected a CPA/auditor prior to the end of the grant.

(b) Estimated Audit Costs

Estimated audit costs related to a BSCC grant may be claimed for an audit that will not be completed prior to submission of the final Invoice (BSCC Form 201). The project must maintain documentation to support the estimated audit costs (i.e., copy of the CPA/auditor's audit fee schedule, executed audit contract or audit proposal).

(c) Audit Costs for Interim Audits

Audit costs for interim audits (i.e., audits that do not cover the entire grant cycle) should be claimed on the final Invoice (BSCC Form 201). As noted above, estimated audit costs may be claimed for an audit to be completed after submitting the final Invoice. Therefore, when the grant cycle is contained within two audit reports, the audit costs claimed on the final invoice will consist of actual and estimated costs.



(d) Carryover of Grant Funds

Carryover of grant funds from one grant cycle to the next generally is not allowable, unless specified otherwise in the RFP/RFA or approved in writing by the BSCC Field Representative. Claimed expenses must be incurred during the grant cycle. Expenditures claimed on the Invoice (BSCC Form 201) and submitted after the grant cycle must be recorded in the Grantee's books of account as of the grant cycle, with the exception of those Grantees reporting on a cash basis. However, those that are reporting on a cash basis must encumber the funds and reflect it in their accounting records for that grant cycle.

(e) Actual vs. Estimated Audit Costs

If the amount of the actual audit cost is less than the amount of the estimated audit cost, the project must return the difference to the BSCC.

(f) Additional Audit Costs

Grant-funded projects are allowed to budget for additional audit costs related to an augmentation and/or an extension.

C. AUDIT REPORTS

When required, audit reports must be prepared at the completion of the audit. The report must comply with the financial audit reporting standards contained in the most current version of the GAS Standards (http://www.gao.gov/yellowbook/overview). Audit reports that do not meet these standards will not be accepted until the deficiencies are corrected.

If the Grantee elects to have a Grant Specific audit conducted, the Grantee is responsible for ensuring that the CPA/auditor is aware of the BSCC's audit report requirements.

1. Accordance with Government Auditing Standards

The audit report shall state that the audit was made in accordance with Government Auditing Standards, promulgated by the Comptroller General of the United States, or Generally Accepted Government Auditing Standards (GAGAS) for financial audits.

Public accountants performing government audits must also state that the audit was made in accordance with the Generally Accepted Auditing Standards (GAAS).

2. Audit Report Content

The audit report must contain all the information described in this section and must meet the GAO Standards.

The auditor must include an opinion on financial statements or financial reports and related items.

The auditor is required to refer to the separate reports on compliance with laws and regulations and internal controls in the report on the financial statements.

3. Auditor's Report on Understanding Internal Control Structure

The auditor's report on their understanding of the entity's internal control structure and the assessment of control risk made as a part of the financial statement audit or a financial-related audit should include:

- The scope of the auditor's work in obtaining an understanding of the internal control structure and in assessing the control risks;
- Deficiencies in internal control considered to be significant deficiencies as defined in the AICPA standards:



- All instances of fraud and illegal acts unless clearly inconsequential; and
- Significant violations of provisions of contracts or Grant Agreements and abuse. In some circumstances, auditors should report fraud, illegal acts, and violations of provisions of contracts or Grant Agreements, and abuse directly to parties external to the audited entity.

4. The Auditor's Report on Compliance

The Auditor's Report on Compliance Contains:

- Reporting deficiencies and/or violations of the provisions of contracts or Grant Agreements, and abuse; and;
- An identification of any questioned or disallowed amounts for each Grant Award, as a result of noncompliance.

5. Grantee Comments to Findings

In addition to the audit report, the Grantee shall provide comments on all findings and recommendations referred to in the report, including a plan for corrective action taken or planned and the implementation date.

6. Grant Specific Audit

If a Grant Specific audit is conducted, the audit report must include a categorical reporting schedule. The categorical reporting schedule must identify the following:

- Revenues and expenditures by cost category (personal services, operating expenses, and equipment) for each grant;
- Each grant number;
- Grant cycle;
- Audit period; and
- Revenues and expenditures by match cost category (personal services, operating expenses, equipment) for each grant.

7. Privileged and Confidential Information

If certain information is prohibited from general disclosure (privileged and confidential information), the report must state the nature of the information omitted and the requirement that makes the omission necessary.

8. Auditor-Issued Management Letters

Grantees are required to submit a copy of any management letters issued by the auditor that are referenced in the audit report.

9. Report Distribution

The financial statements, schedules, summaries, auditor's report(s), Corrective Action Plan, and the management letter (if prepared) are collectively referred to as the reporting package. The reporting package may be submitted in hard copy or in electronic format (unsecured PDF, preferred, or on a compact disc).

The reporting package for all program-specific audits and for audits required of nonprofit organizations CFR 200 – Uniform Guidance must be submitted via hard copy to:

Board of State and Community Corrections Corrections Planning and Programs Division, Attn: Audit Coordinator 2590 Venture Oaks Way, Suite 200 Sacramento CA 95833



The reporting package for all local government audits required by CFR 200 – Uniform Guidance must be submitted to:

State Controller's Office

Division of Audits Financial Audits Bureau/Single Audits Unit

P.O. Box 942850

Sacramento, CA 94250-5874

Grantees reporting to Boards of Directors must provide copies of all grant-related financial audit reports and all grant-related program Monitoring reports to their Boards of Directors.

10. Failure to Submit an Audit Report

Failure to submit an audit report or submission of a late audit report will result in special conditions being placed on the grant to comply with audit requirements, the withholding of grant funds, or denial of subsequent Grant Awards.

11. Access to Audit Documents

All audit reports, audit working papers, correspondence, or other documents related to the audit reports and Grant Award must be accessible to the BSCC and its authorized representatives.

12. Quality Control Review

Audit reports submitted by qualified state and local government auditors and independent CPA firms may be randomly selected for a quality control review of the CPA/auditor's working papers. The CPA/auditor will be notified when a review will be conducted.

13. Right to Perform Audit or Review

The BSCC reserves the right to perform audits or reviews of any Grant Award at any time, up to a minimum of three (3) years after final grant award payment.

17. GRANTEE MONITORING AND OVERSIGHT

The Board of State and Community Corrections (BSCC) Corrections Planning and Grant Programs (CPGP) Division provides a variety of oversight activities in grant administration in an effort to fulfill the administrative, fiduciary and programmatic contractual obligations and mandates of each grant funding stream, both federal and state monies. These activities include:

- Comprehensive Monitoring Visit (CMV)
- Initial Monitoring Visit
- Technical Assistance Monitoring Visit
- Compliance Improvement Plan (CIP) Follow-up Monitoring Visit
- Closeout Monitoring Visit
- Special Event Monitoring

A. COMPREHENSIVE MONITORING VISIT

Purpose

A Comprehensive Monitoring Visit (CMV) is an on-site assessment of the administrative, fiscal, and programmatic components of a BSCC-funded project. The resulting Comprehensive Monitoring Visit Report (CMVR) provides a detailed review of the project and identifies, in limited scope, areas in which the project is and is not in compliance with the terms of the program, laws, and regulations. Each grant project will receive a CMV at least once during the applicable grant cycle.



1. Comprehensive Monitoring Visit Procedures

BSCC staff will contact the Project Director to set a mutually agreeable date for the CMV. A letter and/or email to the Project Director and Financial Officer will follow to confirm the CMV of the grant and time period to be monitored, and to document the agreed upon date of the monitoring visit. The individual(s) responsible for preparing the Invoice (BSCC Form 201), the progress report, and the oversight of grant-related activity should be available during the monitoring visit to answer questions.

The CMVR template and general monitoring expectations will be provided to the Grantee prior to the monitoring visit to assist the Grantee prepare.

The BSCC will review findings with the Grantee during the course of the monitoring, as well as at the end of the visit during an exit interview.

Exceptions to these standard procedures may occur on a case-by-case basis per assigned lead BSCC Field Representative.

2. Comprehensive Monitoring Visit Requirements and Access to Records

Projects are monitored for compliance with the applicable laws, regulations, policies and program requirements.

Acceptance of the Grant Agreement obligates the project to allow BSCC staff and/or its authorized representatives unrestricted access to all project books, documents, papers, and records, (including redacted confidential records) for inspection, copying, monitoring, and auditing. BSCC reserves the right to conduct unannounced monitoring visits.

3. Scope of Monitoring

The BSCC monitoring process complies with the intent of federal and state requirements. The process assesses programmatic, administrative, and fiscal components of the project. The review of fiscal components is not an audit and cannot be used to replace BSCC audit requirements.

4. Comprehensive Monitoring Visit Report

The CMVR is a useful tool that helps guide the Grantee in the successful implementation and maintenance of their project. The CMVR provides a summary of the areas reviewed and identifies whether or not those areas are in compliance with applicable requirements. The BSCC will provide the CMVR to the Grantee generally 60 to 90 days after completion of the monitoring. CMVRs with significant findings will be provided to the Grantee within 30 days. The Grantee should maintain the letter and report within the official grant file.

(a) No Findings Identified

If no findings are identified in the monitoring report, the monitoring process is complete.

(b) Significant Findings Identified

If significant findings are identified in the CMVR, the Grantee must submit a Compliance Improvement Plan (CIP) within 30 calendar days of the date of the receipt of the CMVR. CIP instructions and submission information will be provided by BSCC staff. Extensions may be granted by BSCC staff on a case-by-case basis.

(c) Compliance Improvement Plan (CIP)

The Compliance Improvement Plan (CIP) is viewed by the BSCC as a constructive, strengthening process for Grantees. Generally, monitoring findings do not affect the Grantee's funding if a CIP is implemented.



The Grantee is responsible for developing a CIP to respond to the findings identified in the CMVR, including dates for implementation. Grantees may obtain the help of BSCC staff in CIP development. The plan must be implemented and the deficiencies resolved in a reasonable timeframe from the CMVR date.

After BSCC verifies that all CIP activities have been implemented, a letter will be sent notifying the project that all required actions are completed. The Grantee should maintain the CIP letter and corresponding documentation on file within the official grant file.

5. Corrective Action Process

In a rare circumstance when a problem cannot be resolved thru a CIP process, the matter may be elevated to the BSCC's Executive Director for further disposition or Board review.

6. Disputed Findings

If the Grantee does not agree with any finding in the CMVR or believes a CIP is not required, then the CIP response provided by the Grantee shall include an explanation and specific reasons to support the Grantee's position that the findings are in error. BSCC staff will work with the Grantee to resolve the dispute.

7. Sanctions

If the project does not complete the required activities in the CIP, BSCC may take action as appropriate including, but not limited to:

- Withhold or reduce the amount of any payments requested by the project on an invoice (BSCC Form 201);
- · Reduce the amount of the current Grant Agreement; or
- Terminate the current Grant Agreement, after providing 14 calendar days written notice to the project (unless BSCC determines that good cause exists to waive the 14 calendar day notice).

B. COMPLIANCE IMPROVEMENT PLAN FOLLOW-UP MONITORING VISIT

Purpose

The purpose of the Compliance Improvement Plan (CIP) Follow-up Monitoring Visit is to provide additional technical assistance and to verify implementation of the Plan. Typically, issues will be resolved via the CIP; however the Program Lead may conduct an on-site visit, as needed.

As indicated above, after BSCC verifies that all CIP activities have been implemented, a letter will be sent notifying the project that all required actions are completed. The Grantee should maintain the letter within the official grant file.

C. INITIAL MONITORING VISIT

Purpose

The purpose of the Initial Monitoring Visit is to build relationships with the project staff, stakeholders/partners, and provide high-level evaluation of the project's infrastructure to include support areas such as

- Financial;
- Data:
- Referrals;
- Subcontracting; and
- Hiring.



Newly funded grant projects may receive an initial site visit prior to receiving a CMV, as determined by the BSCC staff and informed by the GPAT.

D. TECHNICAL ASSISTANCE MONITORING VISIT

Purpose

- A Technical Assistance Monitoring Visit is to make an on-site assessment of current project conditions, follow up on previous issues, respond to a Grantee request for a visit, and/or in response to complaints lodged. Technical Assistance Monitoring Visit activities may include, but not limited to, the following: Provide information that will assist the project in meeting program goals;
- Review project objectives to determine if they are achievable;
- Review project activities to determine if they will reasonably result in achievement of the objectives;
- Review the project's source documentation and data collection process;
- Review the project's Invoice (BSCC Form 201), to determine whether any adjustments are needed;
- Discuss the monitoring visit processes with project staff so they know what to expect during future visits;
- Review the progress reports to determine if they are complete and accurate; and
- Review terms of the program with the Grantee.

E. CLOSEOUT MONITORING VISIT (AS NEEDED)

Purpose

The purpose of an optional Closeout Monitoring Visit is to review outcomes and project achievements, conduct exit interviews, and assess sustainability. Often Closeout activities are performed via correspondence or telephone. In all cases, a Closeout Letter will be sent to the projects once all requirements have been met and subsequent to all payments to Grantees.

F. SPECIAL EVENT - MONITORING

Purpose

This "Monitoring" may include site visits at the request from the Grantee for special functions. These visits may include:

- Participant graduations;
- Award ceremonies;
- Press Conferences; or

G. DESK REVIEWS - FISCAL OVERSIGHT

The desk review is an assessment of the fiscal components of a grant project funded through a BSCC RFA or RFP process. Fiscal desk reviews are completed by program and fiscal analytical staff. Upon completion of a fiscal desk review the grantee will be provided with an email or letter informing them of the outcome. In the event a fiscal desk review identifies a concern the Field Representative and Manager will be informed and will provide direction for resolution. The record of each outcome will be filed in the grant project file.

1. Desk Review Frequency

Each grant project will receive a fiscal desk review at least once during the grant cycle. Fiscal desk reviews will be completed at any time at the request of a Field Representative or Management.



2. Components of a Fiscal Desk Review

(a) Notification

Grantees will be notified by BSCC staff when they have been selected to receive a fiscal desk review. The notification will instruct the Grantee to provide copies of all documents to substantiate a specified invoice, such as time sheets, receipts, and other related documents.

(b) Analysis

Submitted documentation will be analyzed by program and fiscal staff to assess compliance with grant program requirements and other applicable standards.

(c) Findings

- **No concerns identified:** a draft response is prepared by the Program Analyst and reviewed and approved by Manager.
- Concerns identified: the Program Analyst informs the Field Representative and Manager. The Field Representative and Manager develop an initial response and direction for resolution.

(d) Response

- No concerns identified: Grantee will receive the approved response and the grant file will be updated.
- **Concerns identified:** Program Analyst will provide the Grantee with the initial response, and the Program Analyst and Manager will continue to track for resolution.

3. Fiscal Desk Review Findings

When concerns are identified the BSCC will work with the grantee to reach resolution. The grantee is responsible for resolving the issue but BSCC is available for technical assistance as needed. Generally, review findings do not affect the Grantee's funding if corrective action is implemented as agreed. However, failure to respond to the BSCC's request for resolution may result in disallowed cost, withholding of grant funds or denial of subsequent Grant Awards.

4. Questioned or Disallowed Costs Identified in a Fiscal Desk Review

When costs are questioned or recommended for disallowance, and the Grantee cannot support the costs claimed through original source documents and general ledger entries, BSCC will provide an opportunity for the Grantee to substantiate the expenditure.

In cases where the expenditure cannot be substantiated, the BSCC will invoice for the disallowances and the Grantee will be required to return the funds. While the matter is under review, the BSCC may place a hold on grant funds.

5. Invoice for Repayment

The Grantee will be invoiced for costs disallowed by BSCC. The Grantee must pay the invoiced amount within 30 calendar days from the invoice date. If full payment of disallowed costs causes an undue hardship to the project, the Grantee may submit a written request to the BSCC to pay under a specified payment schedule. The term of the payment schedule shall not exceed a 12-month period, unless otherwise authorized by the BSCC.

6. Sanctions for Nonpayment

If the Grantee does not comply or is delinquent in complying with the payment requirements imposed by BSCC, a hold may be placed on any funds due to the project and/or full amount of disallowed costs owed will be due and payable. BSCC may take additional action, as



appropriate, including, but not limited to, denying future grants and reducing the amount of any payments requested by the project on an invoice.

18. RECORDS

Agencies are required to maintain accurate, complete, orderly, and separate records for each BSCC-funded grant. All grant records and documents must be adequately protected from fire, theft or other damage or loss. If an agency does not store their records at the project's principal office, then the agency must maintain a written index of the records and ensure that the files can be readily accessed.

A. AUDITS/MONITORING

All project books, documents, papers, and records relating to the project must be accessible to the BSCC or its authorized representatives, and in the case of projects receiving federal funds, the Comptroller General of the United States (or authorized representatives), for inspection and audit.

B. RETENTION AND REVIEW REQUIREMENT

All grant records must be retained for three years from the end of the state and/or federal award period. Check your contract or contact your Program Analyst for your award end date. If the Grantee's source documentation records are retained in a database system, it must cover the entire grant cycle and be retrievable. If an audit, investigation, review, litigation, or any other action occurs during the Grantee's three year retention period, the Grantee shall retain the records until the resolution of such process, or until the end of the three year period, whichever is longer.

C. DOCUMENTATION REQUIREMENTS

1. Fiscal

The retention requirement extends to books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records.

2. Bank Statements and Reconciliation

Each month the cash balance shown in the accounting records (e.g., general ledger and/or cash disbursements register) should be reconciled with the cash balance shown on the bank statement.

3. General Ledger Account Entries

All general ledger account entries for revenues and expenditures must be supported by subsidiary records, the original source documentation, canceled checks, and bank statements. If the bank does not return canceled checks, a check stub, or an electronic copy of the front and back of the cancelled check must be retained. Source documentation includes invoices, bills, and vouchers. The format of subsidiary records is determined by the project. Grantees must be able to trace the general ledger entries to the Invoice (BSCC Form 201). Grantees can use worksheets to document how expenditures are taken from the general ledger and recorded on the Invoice (BSCC Form 201).

4. Duplicate Deposit Receipts

The Grantee must maintain copies of the deposit receipts. The receipts must show the source of the receipt (e.g., BSCC, county, city, United Way, donations) and filed with the applicable bank statement.



5. Canceled Checks

Canceled checks are checks written by the Grantee for the project that have been processed by a bank. Each month canceled checks must be reconciled with the bank statements. If a bank does not return canceled checks, an electronic copy, or the check stub must be used.

6. Vouchers

Vouchers include the following:

- Purchase orders:
- Receiving reports which show the items which are received from the vendor; and
- Vendor invoices. When invoices are paid, they must be marked as PAID with the check number to prevent the likelihood of paying the same invoice twice.

7. Programmatic

The records retention requirement extends to supporting documentation, statistical records and all other records pertinent to Grant Awards or contracts under grant-funded projects. Grantees must retain source documents that substantiate information on required BSCC reports that include:

- Progress Reports;
- Grant Award Modifications (BSCC Form -223);
- Evaluation Data Reports; and
- Any other records the BSCC directs the project to maintain.

D. PAYROLL RECORDS

1. Functional Time Sheets

All grant-funded personnel who are directly charged to the grant (or listed as match) either in whole or in part must maintain time cards/sheets that: 1) indicate the actual time worked on each BSCC project and activity (on a daily basis); and 2) account for all the time worked by the employee during the pay period. Time cards/sheets must be signed by the employee and their supervisor, and should be customized to capture the various activities performed by the employee/organization. Contact your Program Specialist for examples that may be used to assist in the development of an appropriate time reporting tool.

2. Personnel Payroll Files

Personnel payroll files should include the following:

- W-2, W-4;
- Personnel action forms (i.e., approved pay rates by the board of directors or appropriate personnel agency, promotions, terminations, etc.);
- · Cumulative earnings records;
- Leave records:
- Employee authorized deduction forms (i.e., health insurance); and
- Paid invoices submitted by employees for reimbursement of benefit expenses.

3. Personnel Files

Personnel files should include the following:

- Application forms;
- Resumes;
- Job descriptions;



- Performance evaluations; and
- Appointment documents which include approved salary rates, benefits, and other terms of employment. Salary rates, increases and benefits must be approved by the governing board or applicable personnel agency.

E. EQUIPMENT

Equipment must be:

- Located on the project's premises or identified in a locator file that specifically identifies the location of the equipment or the individual assigned to it;
- Recorded on an inventory list, identifying items purchased with BSCC funds;
- Used in accordance with the Grant Award; and
- Funded projects must retain contract records for the purchase of equipment.

F. ORGANIZATION POLICIES AND PROCEDURES

The organization should have written policies and procedures covering conflict of interest/code of conduct and fraud, along with personnel policies that cover hiring, termination, benefits, salary rates, leave, and travel. There should also be written procedures regarding the accounting and reporting functions, including, but not limited to the following:

- · Cash receipts and revenue;
- Deposits;
- · Cash disbursements;
- Payroll;
- General Ledger; and
- Equipment.

In addition, any other policies and procedures (e.g., purchasing contracts) that relate to operating the project must be in writing.

G. COMMUNICATIONS

Grantees must maintain a current telephone number and internet access with an e-mail address, as well as a current postal address and physical location within the State of California.

19. WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS

A. WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS

The BSCC may withhold grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Grant Award. This may include, but is not limited to, the following:

- Failure to submit the required progress reports in a timely manner;
- Failure to submit the final reports from previous projects in a timely manner;
- Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;
- Inadequate maintenance of accounting records;
- Failure to submit proof of bond coverage in a timely manner;
- Failure to cooperate with or admit BSCC staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, etc. to review program and/or fiscal records; or



 Failure to pay costs disallowed by the BSCC according to payment terms agreed to by the Grantee and in a timely manner.

B. REDUCTION OR TERMINATION OF GRANT FUNDS

The BSCC may reduce or terminate grant funds for any reason that may include, but is not limited to, the following:

- If the project fails to comply with any term or condition of the Grant Award; or,
- If during the term of the Grant Award, the state and/or federal funds appropriated for the
 purposes of the Grant Award are reduced or eliminated by the California Legislature or by
 the United States Government, or, in the event revenues are not collected at the level
 appropriated, the BSCC may immediately terminate or reduce the Grant Award.

Should the BSCC deem it necessary to reduce or terminate grant funds, the BSCC shall notify the Grantee in writing. No such termination or reduction shall apply to allowable costs already incurred by the Grantee to the extent that state or federal funds are available for payment of such costs.

C. DENIAL OF FUTURE FUNDING

Projects which have been previously funded by the BSCC will be reviewed for past performance in accordance with the Summary of BSCC's Past Performance Policy. Failure to comply with any term or condition of a Grant Award may result in the denial of future Grant Awards to any project and its officers.

20. CLOSEOUT

The closeout of a grant is the process by which a grant or agency determines that all applicable administrative actions and all required grant activities have been completed by the Grantee. BSCC staff will notify Grantees a minimum of 30 days before the end of the grant cycle to initiate the closeout process. When all administrative and fiscal requirements have been met, Grantees will receive a Final Notice of Project Closeout.

A. LOCAL EVALUATION REPORT

The Local Evaluation Report encompasses the entire grant cycle. Final payment on the grant may be withheld until the report has been submitted. This report is due to the BSCC on the due date specified in the Grant Agreement. Information about the final report can be found in Section 15.

B. FINAL PROGRESS REPORT

Progress reporting periods and due dates are specified in the Exhibit A: Scope of Work of the grant contract. Failure to submit the final report may result in the withholding or disallowance of grant payments, the reduction or termination of grant funds, and/or the denial of future grant funding.

C. FINAL REQUEST FOR REIMBURSEMENT

All expenses must have been encumbered prior to the Grant Award end date. The only "unpaid obligation" that may be listed is the audit expense. Unless otherwise noted in the grant agreement, the Grantee must submit the Final Invoice (BSCC Form 201) no later than 60 calendar days after the end of the grant cycle. If the Grantee does not submit a final invoice, the BSCC may consider the last invoice submitted as the final invoice and close out the Grant Award. Once BSCC has processed the final invoice, the grant will be closed and no further payment can be made against the grant.



D. REPORTING REQUIRED MATCH

If your grant award has a required match, it must be reported on the invoice (Form BSCC 201) as the expenditures occur and before the grant ends. If the Grantee does not expend the total required match by the end of the grant cycle, or if it is not fully reported by the final invoice, the BSCC will invoice the Grantee for funds allocated that did not meet their match.

E. RETENTION OF RECORDS

All records relating to the grant shall be retained in accordance with Section 18.

F. AUDITS CLOSEOUT

Audits must be completed and submitted in accordance with Section 16.

July 2016



EXHIBIT C



OFFICE OF THE LOS ANGELES CITY ATTORNEY

LA D.O.O.R.

DIVERSION OUTREACH & OPPORTUNITIES FOR RECOVERY



QUARTERLY PROGRESS REPORT SCHEDULE

Qualitative and Quantitative Reports

Quarter	Reporting Period Start Date:	Reporting Period End Date:	Data Entry for Reporting Period Completed By:	Progress Reports (Qualitative and Quantitative) Due:
1	August 15, 2019	December 31, 2019	January 15, 2020	February 1, 2020
2	January 1, 2020	March 31, 2020	April 15, 2020	May 1, 2020
3	April 1, 2020	June 30, 2020	July 15, 2020	August 1, 2020
4	July 1, 2020	September 30, 2020	October 15, 2020	November 1, 2020
5	October 1, 2020	December 31, 2020	January 15, 2021	February 1, 2021
6	January 1, 2021	March 31, 2021	April 15, 2021	May 1, 2021
7	April 1, 2021	June 30, 2021	July 15, 2021	August 1, 2021
8	July 1, 2021	September 30, 2021	October 15, 2021	November 1, 2021
9	October 1, 2021	December 31, 2021	January 15, 2022	February 1, 2022
10	January 1, 2022	March 31, 2022	April 15, 2022	May 1, 2022
11	April 1, 2022	June 30, 2022	July 15, 2022	August 1, 2022
12	July 1, 2022	September 30, 2022	October 15, 2022	November 1, 2022
13	October 1, 2022	December 31, 2022	January 15, 2023	February 1, 2023
14	January 1, 2023	February 15, 2023	March 15, 2023	March 15, 2023

Timely Submission: Grantees are required to submit timely progress reports to the City Attorney's Office for all reporting periods, even if program services were not provided during the reporting period.

EXHIBIT D



OFFICE OF THE LOS ANGELES CITY ATTORNEY

LA D.O.O.R. DIVERSION OUTREACH & OPPORTUNITIES FOR RECOVERY



MONTHLY INVOICE SCHEDULE

Invoice	Reporting Period Start Date:	Reporting Period End Date:	Financial Invoice Due:
1	August 15, 2019	September 30, 2019	October 20, 2019
2	October 1, 2019	October 31, 2019	November 20, 2019
3	November 1, 2019	November 30, 2019	December 20, 2019
4	December 1, 2019	December 31, 2019	January 20, 2020
5	January 1, 2020	January 31, 2020	February 20, 2020
6	February 1, 2020	February 29, 2020	March 20, 2020
7	March 1, 2020	March 31, 2020	April 20, 2020
8	April 1, 2020	April 30, 2020	May 20, 2020
9	May 1, 2020	May 31, 2020	June 20, 2020
10	June 1, 2020	June 30, 2020	July 20, 2020
11	July 1, 2020	July 31, 2020	August 20, 2020
12	August 1, 2020	August 31, 2020	September 20, 2020
13	September 1, 2020	September 30, 2020	October 20, 2020
14	October 1, 2020	October 31, 2020	November 20, 2020
15	November 1, 2020	November 30, 2020	December 20, 2020
16	December 1, 2020	December 31, 2020	January 20, 2021
17	January 1, 2021	January 31, 2021	February 20, 2021
18	February 1, 2021	February 28, 2021	March 20, 2021
19	March 1, 2021	March 31, 2021	April 20, 2021
20	April 1, 2021	April 30, 2021	May 20, 2021
21	May 1, 2021	May 31, 2021	June 20, 2021
22	June 1, 2021	June 30, 2021	July 20, 2021
23	July 1, 2021	July 31, 2021	August 20, 2021
24	August 1, 2021	August 31, 2021	September 20, 2021
25	September 1, 2021	September 30, 2021	October 20, 2021
26	October 1, 2021	October 31, 2021	November 20, 2021
27	November 1, 2021	November 30, 2021	December 20, 2021
28	December 1, 2021	December 31, 2021	January 20, 2022
29	January 1, 2022	January 31, 2022	February 20, 2022
30	February 1, 2022	February 28, 2022	March 20, 2022
31	March 1, 2022	March 31, 2022	April 20, 2022
32	April 1, 2022	April 30, 2022	May 20, 2022
33	May 1, 2022	May 31, 2022	June 20, 2022
34	June 1, 2022	June 30, 2022	July 20, 2022
35	July 1, 2022	July 31, 2022	August 20, 2022
36	August 1, 2022	August 31, 2022	September 20, 2022
37	September 1, 2022	September 30, 2022	October 20, 2022
38	October 1, 2022	October 31, 2022	November 20, 2022



OFFICE OF THE LOS ANGELES CITY ATTORNEY

LA D.O.O.R.

DIVERSION OUTREACH & OPPORTUNITIES FOR RECOVERY



MONTHLY INVOICE SCHEDULE

Invoice	Reporting Period Start Date:	Reporting Period End Date:	Financial Invoice Due:	
39	November 1, 2022	November 30, 2022	December 20, 2022	
40	December 1, 2022	December 31, 2022	January 20, 2023	
41	January 1, 2023	January 31, 2023	February 20, 2023	
42	February 1, 2023	February 15, 2023	March 1, 2023	
Invoice 43 & 44: Only expenditures associated with completion of the Final Local Evaluation Report may be included				
43	February 16, 2023	March 31, 2023	April 20, 2023	
44	April 1, 2023	May 15, 2023	June 1, 2023	

Timely Submission: Grantees are required to submit timely invoices to the City Attorney's Office for all grant reporting periods, even if grant funds are not expended or leveraged funds are not contributed during the reporting period. Only expenses that are incurred and paid for by the Grantee are eligible for reimbursement. All expenses should be submitted with supporting documentation for the reporting period as calendared above. No expenses shall be reimbursed which are submitted more than two months after the Financial Invoice Due date.

EXHIBIT E

Required Insurance and Minimum Limits

Name:	Date:	10/7/	2020
Agreement/Reference: COHORT 2 LA DOOR PROGRAM – CO	OUNTY OF LOS ANGELES – OFFICE OF THI	E PUBLIC	DEFENDER
Evidence of coverages checked below, with the specified minimum limits, must be submitted a occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Autoimits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.		and approved prior to	
✓ Workers' Compensation (WC) and Employer's Liability	(FL)		
workers compensation (we) and Employer's Entomey	(EL)	WC_{-}	Statutory
Waiver of Subrogation in favor of City	Longshore & Harbor Workers Jones Act	EL _	1,000,000
General Liability —		_	1,000,000
Products/Completed Operations Fire Legal Liability	Sexual Misconduct		
Automobile Liability (for any and all vehicles used for this con	ntract, other than commuting to/from work)		
▶ Professional Liability (Errors and Omissions)		_	1,000,000
Discovery Period			
Property Insurance (to cover replacement cost of building - as	determined by insurance company)	_	
All Risk Coverage Flood Earthquake	Boiler and Machinery Builder's Risk		
Surety Bonds - Performance and Payment (Labor and Mate Crime Insurance	erials) Bonds	_	
Others			
Other: Provided to: Mark Yim, 213-978-1935 City Attorney's If a contractor has no employees and decides to not	cover herself/himself for workers' comper		
complete the form entitled "Request for Waiver of Wohttp://cao.lacity.org/risk/InsuranceForms.htm			
In the absence of imposed auto liability requirements		course c	of their
contract must adhere to the financial responsibility la	ws of the State of California.		



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242 (562) 940-2501



March 21, 2023

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK GRANT FOR FISCAL YEAR 2023-24 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

Authorization to apply for and accept funding under the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG) for Fiscal Year (FY) 2023-24 from the Board of State and Community Corrections (BSCC).

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the Chief Probation Officer or his designee to finalize the County of Los Angeles (County) Application for Continuation Funding of the consolidated JJCPA-YOBG Program (Program), submit final documents to the BSCC by May 1, 2023.
- Authorize the Chief Probation Officer or his designee to accept JJCPA funding for FY 2023-24 estimated at \$26,952,170 and YOBG funding for FY 2023-24 estimated at \$34,697,000 from BSCC.
- 3. Delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to provide services consistent with the Program, upon approval as to form by County Counsel.

The Honorable Board of Supervisors March 21, 2023 Page 2

4. Authorize the Chief Probation Officer or his designee to utilize any interest or unspent Program funds available in FY 2023-24 on qualifying Program expenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain Board approval to authorize the Chief Probation Officer or his designee to apply for and accept funding to continue the implementation of the Program. The BSCC requires that the County of Los Angeles Probation Department's (Probation) Application for FY 2023-24 Program funding be submitted to them by May 1, 2023. The recommended actions will also delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to continue these efforts, as required by the Program. In addition, the Chief Probation Officer or his designee will be authorized to utilize interest and unspent Program funds available in FY 2023-24 on allowable Program expenses. The JJCPA component of the Program is the result of a multi-agency effort of the Los Angeles County Juvenile Justice Coordinating Council (JJCC). Consistent with the BSCC's requirements, the JJCC has continued to meet to coordinate and oversee the implementation of the JJCPA component of the Program.

For FY 2023-24, Probation's JJCPA funding allocation is estimated at \$26,952,170 and YOBG funding for FY 2023-24 estimated at \$34,697,000, however, until the Legislature sends the Governor a budget, the BSCC cannot guarantee or identify specifics regarding the FY 2023-24 funding amount for JJCPA or YOBG.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, as Probation continues to evaluate the Program funded services based on results.

FISCAL IMPACT/FINANCING

For FY 2023-24, Probation's JJCPA funding allocation is estimated at \$26,952,170 and YOBG funding for FY 2023-24 estimated at \$34,697,000 pending approval of the County's Application. There is no match requirement or net County cost associated with the Program. The County must adhere to Program requirements regarding the expenditure of said funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For FY 2023-24, Probation's estimated allocation, pending the adoption of a final budget by the State and BSCC's approval of the Application, is \$26,952,170 for JJCPA and \$34,697,000 for YOBG.

The Honorable Board of Supervisors March 21, 2023 Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Funding will allow for the continued implementation of the Program that addresses the critical problem of mental health needs of probationers, provides community-level prevention and intervention strategies that target high-risk neighborhoods, and focuses on achieving success for probationers and at-risk or at-promise youth. These services are currently provided through the collaborative efforts of government agencies and community-based organizations. Additionally, Program funding will provide specialized and individualized services and supervision to high-risk youth who formerly could have received confinement in a state juvenile justice facility. Probation intends to leverage programs funded by the YOBG with the JJCPA programs to provide evidence-based programs and services to probationers identified with high needs for special services.

Respectfully submitted,

ADOLFO GONZALES Chief Probation Officer

AG:KF:FC: TH:JK:sb

c: Executive Officer
Chief Executive Office
County Counsel

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE MODEL MASTER AGREEMENT FOR WATER WELL SYSTEMS MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements (Agreements) with qualified vendors to provide as-needed Water Well Systems Maintenance Services (Services).

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve the attached Model Agreement for the term of April 3, 2023, through April 2, 2028, with an option to extend for five one-year option periods for a total term not to exceed ten years.
- 2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing April 3, 2023, or upon execution by the Sheriff, or his designee, whichever is later, to meet the needs of the Department, provided sufficient funding is available.
- 3. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the Agreements as set forth throughout the Model Agreement,

The Honorable Board of Supervisors March 21, 2023 Page 2

including Change Orders and Amendments to: (1) effectuate modifications which do not materially affect any term of the Agreements, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise option terms, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Agreements, either in whole or in part, by the provision of a 10-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow the Department to establish Agreements with various qualified vendors and improve the Department's ability to deliver uninterrupted water services to the Department's eight custody facilities, which are served by a total of 11 water wells and nine booster pumps located at three separate locations within the County. The maintenance services include routine and emergency pump removal, performance testing, well casing repairs and installations, and video inspections.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by effectively maximizing the use of County assets in ways that are fiscally responsible and align with the County's highest priority service delivery needs.

FISCAL IMPACT/FINANCING

The annual expenditures of these Services are estimated to be approximately \$250,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's annual budget to meet the anticipated need each Fiscal Year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on September 19, 2017. The Department has two Master Agreements that will expire on April 2, 2023.

The Model Agreement was determined to be a Non-Proposition A agreement due to the Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

The Honorable Board of Supervisors March 21, 2023 Page 3

Services will be performed on a Work Order basis. County procedures for issuing Work Orders to contractors are set forth in the Model Agreement. Contractors shall be selected on a rotational basis; however, the County has the sole discretion to issue a Work Order for emergency repairs to the first available contractor able to respond immediately.

The Model Agreement includes all County required provisions including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, Policy of Equity, Prohibition from Participation in Future Solicitations, and Injury and Illness Prevention Program.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On January 17, 2023, the Department released a Request for Statement of Qualifications (RFSQ) 710-SH to solicit Statements of Qualifications (SOQs) from vendors to provide Services. The Department sent notification of the RFSQ to two vendors and posted the solicitation on the County and Department's websites, with an initial closing date of February 1, 2023. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Agreement(s) with all qualified vendors.

The RFSQ will remain open until the needs of the Department are met.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Department to maintain a pool of qualified contractors to deliver uninterrupted water services to its eight custody facilities.

The Honorable Board of Supervisors March 21, 2023 Page 4

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,



The Honorable Board of Supervisors March 21, 2023 Page 5

RL:SM:sm

(Fiscal Administration Bureau - Contracts Unit)

Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Bryan Bell, Budget Analyst, CEO

Dawyn R. Harrison, Interim County Counsel,

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

April L. Tardy, Undersheriff

Jill Torres, Assistant Sheriff, CFAO

Jason A. Skeen, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Richard F. Martinez, Assistant Division Director, ASD

Rick Cavataio, Director, Fiscal Administration Bureau (FAB)

David E. Culver, Director, Financial Programs Bureau

Clint W. Yates, Director, Facilities Services Bureau (FSB)

Angelo Faiella, Assistant Director, Contracts Unit (CU)

Rene A. Garcia, Lieutenant, ASD

Vanessa C. Chow, Sergeant, ASD

Alejandra Madera, Administrative Services Manager III, CU

Kristine D. Corrales, Deputy, ASD

William F. Bennett, Manager II, FSB

Tony Liu, ASM II, CU

Socorro Mendoza, OA III, CU

(Contracts - Water Well Systems 03-21-23)

ATTACHMENT 1

STATEMENT OF WORK

WATER WELL SYSTEMS MAINTENANCE SERVICES

WATER WELL SYSTEMS MAINTENANCE SERVICES

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1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) requires the services of Qualified Contractors that can provide Water Well Systems Maintenance Services (Services), on an as-needed basis. Contractor must provide all necessary supervision, labor, tools, equipment, raw material, supplies, and all other items or Services necessary to perform routine and emergency Services.
- 1.2 Contractor must be licensed/qualified and capable of performing duties specified in Paragraph 2.0 (Specific Work Requirements) of this Statement of Work (SOW) and any fully executed Work Order.
- 1.3 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 3.0 (Work) of the Master Agreement.
- 1.4 Services are to be provided for the water well systems located at the following three Department locations:
 - Pitchess Detention Center 29380 The Old Road Castaic, California 91384
 - Mira Loma Detention Center Jail 45100 60th Street West Lancaster, California 93634
 - Barley Flats
 1 Barley Trail
 Barley Flats Road Angeles National Forest
 La Canada Flintridge, California 91011

2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 The three water well systems listed in Paragraph 1.4 above, include, but are not limited to, a total of 11 water wells and nine booster pumps. The Department reserves the right to add or delete the number of water well systems throughout the term of the Master Agreement at the discretion of the Sheriff in accordance with Paragraph 8.1 (Change Orders and Amendments) of the Master Agreement.
- 2.2 At the initial set-up for pulling a well or pump, Contractor must perform a lockout/tag-out of the electrical and hydraulic equipment. Contractor must notify County Project Director of any lockout/tag-out performed and place a tag on the effected equipment.

- 2.3 Contractor must provide all necessary supervision, labor, equipment, tools, raw material, supplies, and other items or Services necessary to perform all Work, including, but not limited to:
 - a. Water well system maintenance, inspections, and services,
 - b. Water well and pump removal, repairs, maintenance and installations,
 - c. Water well drilling,
 - d. Water well electrical and communications components installations and repairs,
 - e. Water well performance testing,
 - f. Water well casing cleaning/repairs and installation,
 - g. Water well system video inspection surveys,
 - h. Water treatment equipment repairs, components and installations, and
 - i. Chemical disinfecting, cleaning and treatment services, and/or repairs Services on various types of pumps and water well systems equipment, as applicable.
- 2.4 Contractor must repair and provide Services to water well or pump stations/equipment including:
 - a. Natural gas or diesel run engines,
 - b. Generators,
 - c. Appurtenances, and
 - d. Parts including, but not limited to, radiators, starters, water cooling pumps, gear drives, etc.
- 2.5 Contractor must repair or replace isolation valves and components, including, but not limited to:
 - a. Line shafts,
 - b. Bearings,
 - c. Housing/frame,
 - d. Stem nut,
 - e. Case threads, and
 - f. Motor and valve control actuators and all other components of the water well systems, as needed.

- 2.6 Contractor must perform installation, repair, or replacement Services for any one or more of the following:
 - a. Well, motor, or pump units:
 - i. Submersible,
 - ii. Vertical turbine,
 - iii. Booster,
 - iv. Horizontal split case, and/or
 - v Well turbine
 - b. Repairs to all pumps may include, but are not limited to:
 - i. Line shafts,
 - ii. Bearings,
 - iii. Right-angle-gears,
 - iv. Housing/frame,
 - v. Column pipe,
 - vi. Complete rebuild of pump/motor unit,
 - vii. Motor rewinding,
 - viii. Seals.
 - ix. Impellers,
 - x. Rotor shaft,
 - xi. Power/control cable attachments,
 - xii. Thermal/moisture sensors, and
 - xiii. All other appurtenant components or electrical and communication components.
 - 2.7 Contractor must furnish all materials and equipment necessary to deliver Services, including, but not limited to:
 - a. Portable engine driven pumps,
 - b. Temporary or permanent piping,
 - c. Water storage tanks,
 - d. Sound proofing, and
 - e. Related equipment necessary to perform water well systems rehabilitation work and well performance testing.
- 2.8 Upon completion of testing, Contractor must provide all testing data to County Project Manager. All treatment chemicals used must be approved by both the State of California and NSF/ANSI Standard 60 for drinking water. All treatment equipment installed must be approved by both the

- State of California and NSF/ANSI Standard 61 for drinking water system components.
- 2.9 Contractor must perform water well system video inspections using color video equipment with side scan. Videos must be taken after a well has been pulled for repairs and another after the well casing has been cleaned, but before re-installing the well and pump. Contractor must provide County Project Manager with videos in a digital format determined by County Project Manager and well inspection report/log still color pictures.
- 2.10 Contractor must meet with County Project Manager prior to start of any Work at the County jobsite. Access to the County jobsite will be controlled by the County according to County security standards in place at the time.
- 2.11 All parts, materials, and replacement equipment must be pre-approved by County Project Manager prior to the purchasing of the equipment. Contractor must provide replacement parts and equipment that are obtained directly from the Original Equipment Manufacturer (OEM) or from an OEM-authorized vendor. Contractor must provide OEM documentation to County Project Manager for all replacement parts and equipment.

3.0 WORK ORDER PROCESS

- 3.1 Upon determination by the County to request as-needed Water Well Systems Maintenance Services, it is the Department's intent to issue Work Orders to Active Contractors on a rotational basis; however, County Project Manager has the sole discretion to issue a Work Order for emergency repairs to the first available Active Contractor able to respond immediately.
- 3.2 If, at any time, Contractor is not available to fulfill a Work Order, County Project Manager will proceed to the next Active Contractor in rotation.
- 3.3 Work Orders shall include a Service summary outline, which shall describe the project and the Work required for the performance thereof. Work Orders shall indicate the tasks to be performed, deliverables to be provided, category of Work and hourly rate as set forth in Exhibit F (Schedule of Prices) to the Master Agreement, maximum amount to be paid per task and/or deliverable, and the total maximum amount payable under the Work Order. Payment shall be based on the actual hours of Work needed to perform each task and/or deliverable subject to the total maximum amount set forth on the Work Order.
- 3.4 In cases where County Project Manager cannot describe the problem or possible solution required to fix the problem, an initial Work Order will be issued. Upon Contractor diagnosing the problem and the cost of repairs, a

supplemental Work Order will be issued in accordance with Exhibit F (Schedule of Prices) to the Master Agreement. The supplemental Work Order may be issued to a different Active Contractor in accordance with Paragraph 3.5 below.

- 3.5 Should an Active Contractor not be able to fulfill the requirements prior to or after issuance of a supplemental Work Order, the Department will proceed to the next Active Contractor on the rotation for that particular job type.
- 3.6 If, after execution of a Work Order, Contractor cannot determine the problem to repair the water well system(s), and would therefore, require the removal or pulling of the pump to diagnose and repair the system, a supplemental Work Order may be issued for this repair.

3.7 Exceptions by County

County Project Manager may select an Active Contractor out of rotation when only one Active Contractor is capable of providing the required job type in fulfillment of the Department's Work Order requirements.

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Hours and Days of Service

- 4.1.1 Contractor must perform Services at any time during a 24-hour period, seven days per week, 365 days per year (including holidays).
- 4.1.2 Contractor must commence Work on a fully executed Work Order within 24 hours of County Project Manager's direction to commence Work, or as otherwise mutually agreed upon.
- 4.1.3 Contractor must commence Work on fully executed Work Orders for emergency repairs immediately upon County Project Manager's direction to commence Work, or as otherwise mutually agreed upon.
- 4.1.4 Contractor's Project Manager must provide an active, monitored email and phone number, preferably a mobile phone number, that will be available for all Service calls (routine and emergent).

4.2 Identification Badges

All Contractor and/or subcontractor(s) employees must display their company's photo identification card/badge at all times while on County

property. Identification card/badge must be visible and worn above the waist.

4.3 Work Area Controls

Contractor must comply with all applicable laws and regulations. Contractor must maintain the working environment area in a neat, orderly, clean, and safe manner. Contractor must avoid leaving equipment out excessively. Location and layout of all equipment and materials at each County jobsite will be subject to County Project Manager's approval. Such approval does not relieve Contractor of its responsibilities to maintain a safe working environment.

4.4 Safety Requirements

- 4.4.1 Contractor must take all actions appropriate to maintain a safe County jobsite.
- 4.4.2 Contractor and Contractor's Work operations must comply with all applicable federal, state, and local occupational health and safety regulations for all County jobsite personnel, whether employees or non-employees of Contractor, inclusive of all safety regulations for all equipment and materials used or operated under Contractor's supervision at the County jobsite.
- 4.4.3 Contractor must provide, at Contractor's expense, personal protective equipment for all personnel under Contractor's supervision at the County jobsite. All personnel shall wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.
- 4.4.4 Contractor must ensure all personnel are fully trained in their respective roles prior to entering the County jobsite.
- 4.4.5 Contractor must be responsible for the safety of equipment, materials, and personnel under Contractor's supervision at the County jobsite.
- 4.4.6 Contractor must provide, at Contractor's expense, all safeguards for tools, equipment, and machinery at the County jobsite.
- 4.4.7 Contractor must always maintain safety and security against hazards when engaged to perform Work at the County jobsite.
- 4.4.8 Contractor is responsible for the proper handling and disposal of all hazardous materials from the County jobsite.

4.5 Security Requirements

- 4.5.1 Contractor and/or subcontractors previously approved by the County must notify County Project Manager prior to arrival at, and departure from, the County jobsite.
- 4.5.2 Contractor is responsible for the security of Contractor's Work area within the County jobsite when engaged to perform Work. Contractor must not cede responsibility for jobsite security at any time to any non-employee worker, or other entity approved by the County to work at the jobsite.
- 4.5.3 Contractor must provide security fencing around the County jobsite, including padlock(s) for existing entry gate(s), as needed, and/or directed by the Department. Contractor must adhere to all necessary safety and security measures against hazards to prevent injury, theft, vandalism, damage, and unauthorized access.
- 4.5.4 Contractor must remove all padlock(s) and security fencing within 24 hours of completion of Work.
- 4.5.5 The County is not responsible for loss or damage to Contractor's equipment, tools, parts, and/or materials at the County jobsite during the performance of Work.

5.0 WARRANTIES

- 5.1 Contractor certifies and warrants that all Work, supervision, labor, Services, and equipment must be furnished in a professional manner and according to specifications contained in the Master Agreement, including this SOW, and any fully executed Work Order.
- 5.2 Contractor certifies and warrants that all Work completed by Contractor must perform and properly function without deficiencies and/or failures for a period of one year after Work completion by Contractor, or during Contractor's standard warranty period, whichever is longer.
- 5.3 Contractor further certifies and warrants that all Contractor-furnished and/or Contractor-furnished third-party materials, parts, and workmanship supplied under the Master Agreement must be free from original or developed defects for a period of one year after Work completion by Contractor, or during Contractor's standard warranty period, whichever is longer.
- 5.4 Should original or developed defects, deficiencies, and/or failures appear which are, in the County's sole discretion, attributable to Contractor's

Work within one year after Work completion by Contractor, or during Contractor's standard warranty period, whichever is longer, Contractor must, at Contractor's sole expense, remedy such original defects, developed defects, deficiencies, and/or failures and make all replacements and adjustments that are required to remedy the defect(s) at no additional cost to the County.

- 5.5 Should original or developed defects, deficiencies, and/or failures appear in the materials, parts, or equipment furnished by Contractor within one year after Work installation by Contractor, or during the OEM's standard warranty period, or any third-party manufacturer's warranty period, whichever is longer, Contractor must make all materials, parts, and/or equipment replacements and adjustments, inclusive of labor, that are required to remedy the defect(s) at no additional cost to the County.
- 5.6 Corrective warranty Work must be performed by Contractor within 15 calendar days after the County Project Manager accepts and approves the corrective warranty Work to be performed. All corrective warranty Work must be completed to the satisfaction of the County, at the County's sole discretion.
- 5.7 Contractor's failure to correct a defect during the warranty period may be deemed a breach of the Master Agreement in the County's sole discretion.

6.0 STORAGE FACILITIES

- 6.1 The County may, in its sole discretion, provide storage facilities or storage areas for Contractor's use while performing Work, however, the County will not be liable for any damage, by whatever means, or for theft of equipment, tools, parts, and/or materials, whether on the County jobsite or in the designated storage facility or storage area.
- 6.2 Contractor is responsible for securing all equipment, tools, parts, and/or materials in the storage facilities or storage areas designated by the County.

7.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

Contractor must repair any damage to County facilities, buildings, or grounds pursuant to Paragraph 8.15 (Damage to County Facilities, Buildings or Grounds) of the Master Agreement.

8.0 REQUIRED LICENSES, CERTIFICATIONS, MEMBERSHIPS, AND PERMITS

8.1 Contractor must obtain and maintain current, any and all required licenses, certifications, memberships, and permits from the appropriate

federal, state, or local authorities for Work to be accomplished under the Master Agreement.

- 8.2 During the term of the Master Agreement, such licenses, certifications, memberships, and permits must include, but not be limited to the following: C-57 (Water Well Drilling) and C-61/D-21 (Pump Installations) licenses issued by the State of California and, if applicable, a Grade 1 Water Treatment Operator Certification or a Grade 1 Water Distribution Operator Certification issued by the State of California, Department of Public Health.
- 8.3 In the event of a renewal or loss of a license, certification, membership, or permit, Contractor must immediately notify County Project Manager and provide copies of the relevant renewal or cancellation.

9.0 TRANSPORTATION

The County will not provide transportation to and from the County jobsite, or travel around the perimeter of the County jobsite.

- 9.1 Contractor must provide its own transportation for its personnel performing Services, and for any equipment and materials required to perform Services, under a fully executed Work Order.
- 9.2 Contractor personnel driving a vehicle on the County jobsite must have a valid driver license in their possession at all times and will have such license verified upon arrival to the County jobsite.
- 9.3 In the event of a renewal or loss of driver's license, Contractor must immediately notify County Project Manager and provide copies of the relevant renewal or cancellation.

10.0 LABOR COMPLIANCE

Contractor, its agents, and employees must be bound by and must comply with all applicable provisions of the California Labor Code, as pursuant to Paragraph 8.5 (Compliance with Applicable Laws) and Paragraph 8.18 (Fair Labor Standards) of the Master Agreement, as well as all other applicable federal, state and local laws related to labor. Contractor must comply with California Labor Code Section 1777.5 with respect to the employment of apprentices.

11.0 APPROVAL OF CONTRACTOR'S STAFF

The County has the right to approve or disapprove of any proposed Contractor staff. Contractor must not provide staff for the performance of Work under the Master Agreement who is found to be intemperate, troublesome, disorderly, or is

otherwise objectionable to the Department. The County may require the immediate removal of any objectionable Contractor staff, at the County's sole discretion. Any such person must be removed immediately by Contractor and must not be provided to perform future Work for the Department.

12.0 COOPERATION

Contractor must cooperate with all County personnel engaged in activities at the County jobsite. Contractor must carry out all Work in a diligent manner and according to instructions from County Project Manager.

13.0 PUBLIC CONVENIENCE

Contractor must perform all Work in a manner that will not cause an obstruction or inconvenience to traffic, or disruption to the County's operation.

14.0 QUALITY ASURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as set forth in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

15.0 CONTRACT DISCREPANCY REPORT (EXHIBIT I TO THE MASTER AGREEMENT)

- 14.1 The County will notify Contractor in writing of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem must be resolved within a period mutually agreed upon by the Department and Contractor.
- 14.2 County Project Manager will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of the CDR, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Manager within ten Business Days of receipt of the CDR.

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_			

FOR
WATER WELL SYSTEMS MAINTENANCE SERVICES

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ATTACHMENT

Attachment 1: Statement of Work

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Exhibit B Contractor's Administration

Exhibit C Safely Surrendered Baby Law

Exhibit D Sample Work Order

Exhibit E Forms Required Before Work Begins:

E1 - Certification of Employee Status

E2 - Certification of No Conflict of Interest

E3 – Contractor Acknowledgement and Confidentiality Agreement

E4 – Contractor Employee Acknowledgement and Confidentiality Agreement

– OR –

E5 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Exhibit F Schedule of Prices

Exhibit G Intentionally Omitted

Exhibit H Subsequent Executed Work Orders (Not Attached to Model Master

Agreement, but Incorporated Herein by Reference)

Exhibit I Contract Discrepancy Report

Model Master Agreement

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES, SHERIFF DEPARTMENT AND

FOR WATER WELL SYSTEMS MAINTENANCE SERVICES

This Master Agreement and Exhibits made and entered into this ____day of ______,

20__ by and between the County of Los Angeles (County), Sheriff's Department

(Department) hereinafter referred to as County and ______ (Contractor), to

provide Water Well Systems Maintenance Services (Services).

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Water Well Systems Maintenance Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Water Well Systems Maintenance Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff of the Department or his designee to execute and administer this Master Agreement; and

County of Los Angeles Sheriff's Department

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachment 1 and Exhibits A, B, C, D, E, F, G, H and I are attached hereto and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Master Agreement, Attachments and Exhibits, or between Attachments and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

1.1 Attachment 1: Statement of Work

Exhibits:

1.2	Exhibit F	Schedule of Prices
1.3	Exhibit A	County's Administration
1.4	Exhibit B	Contractor's Administration
1.5	Exhibit C	Safely Surrendered Baby Law
1.6	Exhibit I	Contract Discrepancy Report
1.7	Exhibit E1	Certification of Employee Status
1.8	Exhibit E2	Certification of No Conflict of Interest
1.9	Exhibit E3	Contractor Acknowledgement and Confidentiality Agreement
1.10	Exhibit E4	Contractor Employee Acknowledgement and Confidentiality Agreement - OR -
1.11	Exhibit E5	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
1.12	Exhibit D	Sample Work Order
1.13	Exhibit G	Intentionally Omitted
1.14	Exhibit H	Subsequent Executed Work Orders – (Not Attached to this Master Agreement, but Incorporated Herein by Reference)

This Master Agreement, including its Attachments and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- **2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- **2.3** Board: Means the Los Angeles County Board of Supervisors.
- **2.4 Business Day:** Means Monday through Friday, excluding County-observed holidays.
- **2.5 Change Order:** Has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- **2.6 Contractor:** Means the sole proprietor, partnership, corporation or other person or entity that has entered into this Master Agreement with the County as identified in the preamble.
- **2.7 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award, as further specified in Paragraph 7.1 (Contractor Project Manager) of this Master Agreement.
- **2.8 County:** Means County of Los Angeles.
- 2.9 County Project Director: Person designated by County with authority to approve and execute all Work Orders or administrative matters relating of this Master Agreement that cannot be resolved by County Project Manager. All references here forward to County Project Director shall mean, "County Project Director or designee."
- **2.10 County Project Manager:** Person designated by County Project Director to manage the operations under this Master Agreement, and as further

- described in Paragraph 6.2 (County Project Manager) of this Master Agreement. All references hereafter to County Project Manager, will mean, "County Project Manager or designee", unless otherwise specified.
- **2.11** Day(s): Calendar day(s) unless otherwise specified.
- **2.12 Department:** Means the Los Angeles County Sheriff's Department.
- **2.13 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- **2.14 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- **2.15** Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the Minimum Mandatory Qualifications of the RFSQ, and has an executed Master Agreement with the Department.
- **2.16 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- **2.17 Sheriff:** Means the elected official who is the Sheriff of the County.
- **2.18 Statement of Qualifications (SOQ):** A Contractor's response to a RFSQ.
- **2.19 Statement of Work:** A written description of tasks and/or deliverables desired by County, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- **2.20 Work:** Any and all tasks, subtasks, deliverables, and goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Change Orders and Amendments, and Work Orders hereto.
- Work Order: A subordinate agreement, in the form of Exhibit D (Sample Work Order), executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Work Order and in accordance with Attachment 1 (Statement of Work). No work will be performed by Contractors except in accordance with validly bid and executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit H by this reference and made a part of this Master Agreement.

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Manager in order to qualify for payment. In no event shall the County be liable or responsible for payment for any Work prior to approval from County Project Manager of such Work.
- 3.3 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Work Order is payable in arrears on a per-Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.
- 3.4 The County procedures for issuing and executing Work Orders are set forth in Paragraph 3.0 (Work Order Process) of Attachment 1 (Statement of Work) to this Master Agreement. Work Orders shall generally conform to Exhibit D (Sample Work Order) to this Master Agreement.
- 3.5 If Contractor provides any task, deliverable, Service, or other Work to the County that: (a) exceeds the scope of the Work Order and/or (b) exceeds the total maximum amount as specified in the Work Order as originally written, or as may be modified from time to time, and/or (c) performed after the expiration of the term of this Master Agreement in accordance with Paragraph 8.1 (Change Orders and Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.6 It is the intent of the Department to issue Work Orders to Active Contractors on a rotational basis for this Master Agreement, based upon the needs of the Department. However, County Project Manager has the sole discretion to issue a Work Order for emergency repairs to the first available Active Contractor able to respond immediately.
- 3.7 During the term of this Master Agreement, Contractor shall at all times possess and maintain current all licenses and certifications required to perform the Work under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify County Project Manager and cease providing all Work under this Master Agreement.
- 3.8 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. The County does not promise, warrant or

guarantee that the County will utilize any particular level of Contractor's service, or any Services at all, during the term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will commence on April 3, 2023, or upon execution of the Sheriff or his designee as authorized by the Board, whichever is later, and will terminate on April 2, 2028, unless sooner extended or terminated, in whole or in part, as provided in this Master Agreement.
- 4.2 The County will have the sole option to extend this Master Agreement term for up to five one-year periods for a maximum total Master Agreement term not to exceed ten years. Each such option term extension will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and shall be in the form of a written Amendment executed in accordance with Paragraph 8.1.4 (Change Orders and Amendments) of this Master Agreement.
- 4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration) of this Master Agreement.

5.0 CONTRACT SUM

- 5.1 The rates and prices for this Master Agreement payable by the County to Contractor for performing all tasks, deliverables, goods, Services and any other Work required under this Master Agreement and any fully executed Work Order shall be as set forth on such Work Order, which rates and prices shall not exceed the rates and prices set forth on Exhibit F (Schedule of Prices) of this Master Agreement. Such rates and prices are not-to-exceed rates and prices which shall be firm and fixed for the term of this Master Agreement.
- 5.2 Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.3 Contractor will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with The County's express prior written approval.

5.4 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor. Notwithstanding the above, Contractor will be entitled to payment for Work that is satisfactorily completed after the expiration or other termination of this Master Agreement, provided that such Work is pursuant to a Work Order that is validly executed during the term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

- 5.5.1 Contractor must invoice the County separately for each validly executed Work Order only for providing the tasks, deliverables, Services, and other Work authorized and specified in Attachment 1 (Statement of Work) to this Master Agreement.
- 5.5.2 Payment for all Work will be on a non-to-exceed cost per deliverable basis, subject to the Total Maximum Amount specified in each Work Order, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.5.3 Contractor must satisfactorily perform all Work and must correct all defective materials or workmanship prior to payment by the Department for Work performed.
- 5.5.4 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.5.5 All Work performed and all invoices submitted by Contractor pursuant to Work Orders issued hereunder must receive the written

approval of County Project Manager, who will be responsible for a detailed evaluation of Contractor's performance before approval of Work and/or payment of invoices is permitted.

5.5.6 Intentionally Omitted

5.5.7 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify:

- Contractor's name, address, and phone,
- The County Work Order Number and Contractor's Master Agreement Number,
- Invoice date.
- Invoice number,
- Period of performance of Work involved.
- Signature of Contractor Project Manager,
- Name(s) of persons who performed the work,
- An itemized description of the tasks and deliverable(s) for which payment is claimed, the number of hours expended per item, description of Work performed and maximum rate as stated on Exhibit F (Schedule of Prices) of this Master Agreement, the total amount billed for each deliverable,
- An itemized list of all itemized parts and materials approved by the County for Work performed under Items A, B, C, and G on Exhibit F (Schedule of Prices) to this Master Agreement,
- The total amount of the invoice, and
- Include a copy of approved Work Order and/or Supplemental Work Order.

5.5.8 Submission of Invoices

- a. Contractor shall submit an original and one copy of each invoice to County Project Manager at the address listed in Exhibit A (County's Administration) to this Master Agreement.
- b. Contractor must submit invoice by the 15th Day of the month following the month in which services were performed.
- c. The Department will not be responsible for invoices submitted more than 60 days after the date of Services rendered. The

County will be under no obligation to remit payment for late, lost, or mishandled invoices.

d. Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.5.9 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.5.10 Payments

Contractor shall not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

5.5.11 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds**Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and Vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.6.4 At any time during this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) to this Master Agreement. The County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The responsibilities of County Project Director may include:

- 6.1.1 Ensuring that the objectives of this Master Agreement are met: and
- 6.1.2 Providing direction to Contractor in areas relating to County policy, information requirements and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.2 County Project Manager

County Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. County Project Manager will prepare, and issue Work Orders and any Change Orders and Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of County Project Manager may include:

- 6.2.1 Meeting with Contractor's Project Manager on a regular basis,
- 6.2.2 Issuing Work, and
- 6.2.3 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must notify the County in writing of any change in the name or address of Contractor Project Manager.
- 7.1.2 Contractor Project Manager will be responsible for Contractor's dayto-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must promptly notify the County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor is responsible to ensure that employees have obtained a company picture ID badge before they are assigned to Work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper company picture ID badge on their person, as further specified in Paragraph 4.2 (Identification Badges) of Attachment 1 (Statement of Work).

7.5 Background and Security Investigations

7.5.1 At any time prior or during the term of this Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of

beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and

other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. pursuant to Any legal defense Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit E4 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.
- 7.6.5 Contractor will cause each employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Employee Acknowledgment and Confidentiality Agreement) to this Master Agreement.

-OR-

7.6.6 Contractor will cause each non-employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E6 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders,

- an Amendment to this Master Agreement must be prepared and executed by Contractor and by the Sheriff or his designee.
- 8.1.2 For any change which does not materially affect the scope of Work, period of performance, term, price, payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement must be executed by County Project Manager and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of Work, term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for: (a) any option term extension of this Master Agreement, (b) modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, or (c) any addition and/or deletion of water well systems, an Amendment to this Master Agreement must be prepared and executed by Contractor and by the Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part. without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph (Assignment 8.2 Delegation/Mergers or Acquisitions), County consent will require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Intentionally Omitted

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) of this Master Agreement will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation. County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree

to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010</u> through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

- 2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by the County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Master Agreement, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this Paragraph 8.7.2 (Written Employee Jury Service Policy) may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and

<u>BSERVICES@WDACS.LACOUNTY.GOV</u> and DPSS will refer qualified GAIN-GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicates a lack of business integrity or business honesty, or (d) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment

- and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (a) elimination of the grounds for which the debarment was imposed, (b) a bona fide change in ownership or management, (c) material evidence discovered after debarment was imposed, or (d) any other reason that is in the best interests of the County.
- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (a) Contractor has been debarred for a period longer than five years, (b) the debarment has been in effect for at least five years, and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review

- decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Exhibit C (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child

Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

8.16.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

- 8.17.1 This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.17.2 The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement and received via communications facilities (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Orders and Amendments to this Master Agreement.

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party

(such events are referred to in this Paragraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.19 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and

not employees of the County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Master Agreement.

8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.23.2 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents' additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an

County of Los Angeles Sheriff's Department

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor must require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following this Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$2 million

- **8.24.2 Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the

requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.
- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:
 - a. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum, and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per Day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
 - c. Upon giving five Days notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.27.2 Contractor certifies to the County each of the following:
 - a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other

- forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or Vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the

Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) to this Master Agreement. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten Days' prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither

party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:
 - Contractor must develop all publicity material in a professional manner, and
 - During the term of this Master Agreement, Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of County Project Director. The County will not unreasonably withhold written consent.

County of Los Angeles Sheriff's Department

Water Well Systems Maintenance Services Model Master Agreement 8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County. or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location within the County, provided that if any such material is located outside the County, then, at the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such Work is

less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor without the advance approval of the County. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
 - A description of the Work to be performed by the subcontractor,
 - A draft copy of the proposed subcontract, and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 Contractor must indemnify and hold the County harmless with respect to the activities of each subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement before any subcontractor employee may perform any Work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Master Agreement, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:

- Stop Work under the Work Order or under this Master Agreement, as identified in such notice,
- Transfer title and deliver to the County all completed Work and Work in process, and
- Complete performance of such part of the Work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
 - Contractor has materially breached this Master Agreement,
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under this Master Agreement or any Work Order issued hereunder, or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph 8.42 (Termination for Default).
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above, if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of

Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions Paragraph 8.42.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) of this Master Agreement.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or http://fraud.lacounty.gov/.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm (as defined in County Code Section 2.160.010) retained by Contractor, must fully comply with the County's Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master

Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

- 8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.50.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through a contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master

Agreement will maintain compliance, with <u>Los Angeles County</u> Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than ten Days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of <u>Section 14000</u>.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>, Contractor's violation of this Paragraph 8.55 (Compliance with Fair Chance Employment Practices) may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, the as set forth County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a bid or SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. This provision shall survive the expiration, or other termination of this Master Agreement.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

County of Los Angeles Sheriff's Department

8.59 Intentionally Omitted

9.0 UNIQUE TERMS AND CONDITIONS

- 9.1 Intentionally Omitted
- 9.2 Intentionally Omitted
- 9.3 Intentionally Omitted
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:
 - a. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and

c. Be subject to the provisions of <u>Chapter 2.202 of the Los Angeles County Code</u> (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained the County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - a. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - In addition to the amount described in subdivision (a) above,
 Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - a. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Nonresponsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10. Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

MASTER AGREEMENT BY AND BETWEEN **COUNTY OF LOS ANGELES** AND

FOR

WATER WELL SYSTEMS MAINTENANCE SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County Department or his designee, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, on the dates written below.

	COUNTY OF LOS ANGELES
	By:ROBERT G. LUNA, SHERIFF
	Date:
	CONTRACTOR
	By:
	Signed:
	Title:
	Date:
APPROVED AS TO FORM: DAWYN R. HARRISON Interim County Counsel	
By: Michele Jackson Principal Deputy County Counsel	

County of Los Angeles Sheriff's Department

STANDARD EXHIBITS

Α	COUNT	TY'S ADMINISTRATION	
В	CONTR	RACTOR'S ADMINISTRATION	
С	SAFELY SURRENDERED BABY LAW		
D	SAMPLE WORK ORDER		
E	FORMS REQUIRED BEFORE WORK BEGINS		
	CERTIFICATIONS		
	E1	CERTIFICATION OF EMPLOYEE STATUS	
	E2	CERTIFICATION OF NO CONFLICT OF INTEREST	
	E3	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
	E4	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
		– OR –	
	E5 •	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
F	SCHEE	OULE OF PRICES	
G	INTEN	FIONALLY OMITTED	
Н	SUBSEQUENT EXECUTED WORK ORDERS (NOT ATTACHED TO MODEL MASTER AGREEMENT, BUT INCORPORATED HEREIN BY REFERENCE)		
I	CONTR	RACT DISCREPANCY REPORT	

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO	
COUNTY PROJECT DIRECTOR:	
Name:	
itle:	
Address:	
elephone:	
Facsimile:	
E-Mail Address:	
COUNTY PROJECT MANAGER:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACT COMPLIANCE MANAGER:	
Name:	
Title:	
Address:	
elephone:	
acsimile:	
E-Mail Address:	

CONTRACTOR'S ADMINISTRATION

	CONTRACTOR'S NAME			
MASTER AGREEMENT NO				
	R'S PROJECT DIRECTOR:			
Name:				
Title:				
Address:				
Telephone:				
Facsimile:				
E-Mail Address	<u> </u>			
CONTRACTOR Name:	R'S AUTHORIZED OFFICIAL(S)			
Title:				
Address:				
Telephone:				
Facsimile:				
E-Mail Address				
Nissa				
Name:				
Address:				
Address				
Telephone:				
Facsimile:				
E-Mail Address	·			
Nationa to Cam	Avector about he cout to the fallowing address.			
Notices to Con	tractor shall be sent to the following address:			
Name:				
Title:				
Address:				
Telephone:				
Facsimile:				



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No name

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.
1877.222.9723
BabySatzLA.org





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to his out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hoting 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered

1.877.222.9723 or BabySafeLA.org

Spanish and 140 other languages speken

WATER WELL SYSTEMS MAINTENANCE SERVICES MASTER AGREEMENT SAMPLE WORK ORDER FORMAT (NOT TO EXCEED COST BASIS)

		(CONTRACTOR NAME)		-
Wor	k Order Numbe	er:	_ County Master A	greement Nu	mber:
Sup	plemental Worl	k Order Number:			
Proje	ect Title:				
Perio	od of Performan	ce:		Δ	
Los	Angeles Count	y Sheriff's Depart	ment		
	County Project	ct Director:			
	County Project	ct Manager:			
I.	GENERAL				
					deliverables detailed in f Contractor's Master
II.	<u>PAYMENT</u>				
	deliverable material se shown belo	s to be provided und t forth in Section B b ow in accordance w	der this Work Order, in pelow (if applicable), w	ncluding hourly vill not exceed e of Prices) to	ks to be performed and all parts and the Maximum Amounts the Master Agreement
	Type of W	<u>ork</u>		<u>Maxim</u>	um Amount
	-				
				-	
			Total Maximum Amo	ount:	

B.	For Work other than Work in the categories of Well Video Survey Services, Well Chemica Cleaning Treatment Services, and Well Disinfecting Services, all parts and materials must be identified on this Work Order and approved by County Project Manager in writing prior to installation.
<u>Pa</u>	rts and Materials:

County Master Agreement Number:

- C. Contractor shall satisfactorily provide and complete all required tasks and deliverables in accordance with Attachment I (Statement of Work) to the Master Agreement, notwithstanding the fact that total payment from the County for all tasks and deliverables shall not exceed the Total Maximum Amount in Section A above.
- D. In accordance with Paragraph 5.5.9 (Submission of Invoices) of the Master Agreement, Contractor must submit an original and one copy of the invoice for Work performed under this Work Order to:

Original to: Los Angeles County Sheriff's Department

Facilities Services Bureau

4700 Ramona Boulevard, 4th Floor

Monterey Park, CA 91754

Attention: Cyrus Chiu, Operations Assistant II

Copies to: Los Angeles County Sheriff's Department

Hall of Justice

Accounts Payable Section - Contracts Billing

211 West Temple Street, 5th Floor

Los Angeles, CA 90012

Los Angeles County Sheriff's Department Facilities Services Bureau 29380 The Old Road

Castaic, CA 91384

Attention: William Bennett, County Project Manager

Contractor must submit invoice by the tenth calendar day of the month following the month in which services were performed.

III. WARRANTIES

Work Order Number:

A. Contractor certifies and warrants that all materials, parts, and workmanship supplied under this Work Order shall be free from original or developed defects, and Work shall perform and properly function without deficiencies and/or failure, for a period of one year after Work completion by Contractor, or during Contractor's standard warranty period, whichever is longer.

Work	Order Number:	County Master Agreement Number:
	Contractor must indicate warranty	period below if different from above:
IV.	<u>SERVICES</u>	
	paid for any task, deliverable, Service	Vork) of the Master Agreement, Contractor may not be e, or other Work that exceeds the scope of this Work al Maximum Amount of this Work Order, and/or that is ation of the Master Agreement.
THE OVER THE BIND	TERMS OF THE MASTER AGREE R ANY CONFLICTING TERMS AND/O RATES NOR ANY OTHER SPECIF	ENT SHALL REMAIN IN FULL FORCE AND EFFECT. MENT SHALL GOVERN AND TAKE PRECEDENCE OR CONDITIONS IN THIS WORK ORDER. NEITHER ICATIONS IN THIS WORK ORDER ARE VALID OR THE TERMS AND CONDITIONS OF THE MASTER
agree that 0	ement with the provisions of Paragrap	er document confirms Contractor's awareness of an h 3.0 (Work) of the Master Agreement, which establish y compensation whatsoever for any task, deliverable,
	A. That exceeds the scope o	f this Work Order, and/or
		aximum Amount of this Work Order, and/or
	C. That is performed after the	e expiration or termination of this Master Agreement,
PERS		SE MADE TO CONTRACTOR BY ANY COUNTY County Project Manager is authorized to execute this
CON	TRACTOR	COUNTY OF LOS ANGELES
Ву:		By:
Name	e:	Name:
Title:		
Date:		Date:

WATER WELL SYSTEMS MAINTENANCE SERVICES MASTER AGREEMENT

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAME
Work Order No County Master Agreement No
I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below:
EMPLOYEES
EIVII EO I EEG
1.
2.
3.
4.
I declare under penalty of perjury that the foregoing is true and correct.
Signature of Authorized Official
Printed Name of Authorized Official
Title of Authorized Official
Date

WATER WELL SYSTEMS MAINTENANCE SERVICES MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

			CONTRACTOR NAME	
Work	Orde	er No	County Master Agreement No	
Los A	ngel	es Co	ounty Code Section 2.180.010.A provides as follows:	
"Cert	ain d	ontr	acts prohibited.	
	·			
	1.	Emp bod	ployees of the County or of public agencies for which the Board of Supervisors is the governing y;	
	2.		fit-making firms or businesses in which employees described in subdivision 1 of subsection A ve as officers, principals, partners, or major shareholders;	
	3.		sons who, within the immediately preceding 12 months, came within the provisions of division 1 of subsection A, and who:	
		a.	Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or	
		b.	Participated in any way in developing the contract or its service specifications; and	
	4.		it-making firms or businesses in which the former employees, described in subdivision 3 of section A, serve as officers, principals, partners, or major shareholders."	
Contra	actor	's be	beby declares and certifies that no Contractor Personnel, nor any other person acting on shalf, who prepared and/or participated in the preparation of the bid or proposal submitted order specified above, is within the purview of County Code Section 2.180.010.A, above.	
l decla	are u	nder	penalty of perjury that the foregoing is true and correct.	
Signat	ture	of Au	thorized Official	
Printe	d Na	me c	of Authorized Official	
Title o	f Au	horiz	red Official	
Date				

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	
Work Order No	County Master Agreement No
GENERAL INFORMATION:	
	is entered into a Master Agreement with the County of Los Angeles to provide certain services to e Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.
CONTRACTOR ACKNOWLEDG	EMENT:
(Contractor's Staff) that will provide understands and agrees that Contra	that the Contractor employees, consultants, Outsourced Contractors and independent contractors e services in the above referenced agreement are Contractor's sole responsibility. Contractor actor's Staff must rely exclusively upon Contractor for payment of salary and any and all other tor's Staff's performance of work under the above-referenced Master Agreement.
and that Contractor's Staff do not ha of my performance of work under the	hat Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever we and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff from the County of Los Angeles pursuant to any agreement between any person or entity and the
CONFIDENTIALITY AGREEME	NT:
Contractor and Contractor's Staff maservices from the County. In addition other contractors doing business with and information in its possession, espand Contractor's Staff understand the Staff, will protect the confidentiality of	ay be involved with work pertaining to services provided by the County of Los Angeles and, if so, ay have access to confidential data and information pertaining to persons and/or entities receiving in, Contractor and Contractor's Staff may also have access to proprietary information supplied by in the County of Los Angeles. The County has a legal obligation to protect all such confidential data pecially data and information concerning health, criminal, and welfare recipient records. Contractor at if they are involved in County work, the County must ensure that Contractor and Contractor's fusion data and information. Consequently, Contractor must sign this Confidentiality Agreement by Contractor's Staff for the County.
while performing work pursuant to Contractor and Contractor's Staff ag Manager. Contractor and Contractor's Staff a information pertaining to persons an documentation, Contractor proprieta Contractor's Staff under the above-rematerials against disclosure to other Contractor's Staff agree that if propri Contractor and Contractor's Staff sha	reby agrees that they will not divulge to any unauthorized person any data or information obtained the above-referenced Master Agreement between Contractor and the County of Los Angeles, ree to forward all requests for the release of any data or information received to County's Project agree to keep confidential all health, criminal, and welfare recipient records and all data and dor entities receiving services from the County, design concepts, algorithms, programs, formats, but information and all other original materials produced, created, or provided to Contractor and deferenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential than Contractor or County employees who have a need to know the information. Contractor and etary information supplied by other County contractors is provided to me during this employment all keep such information confidential.
	ree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or ctor and Contractor's Staff become aware.
	knowledge that violation of this agreement may subject Contractor and Contractor's Staff to civiounty of Los Angeles may seek all possible legal redress.
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	Employee Name
Work Order No	County Master Agreement No
GENERAL INFORMATION:	
	Master Agreement with the County of Los Angeles to provide certain services to nis Contractor Employee Acknowledgement and Confidentiality Agreement.
EMPLOYEE ACKNOWLEDGEMENT:	
	ove is my sole employer for purposes of the above-referenced Master Agreement. oon my employer for payment of salary and any and all other benefits payable to ork under the above-referenced Master Agreement.
and will not acquire any rights or benefits of any kind above-referenced Master Agreement. I understand a	f the County of Los Angeles for any purpose whatsoever and that I do not have from the County of Los Angeles by virtue of my performance of Work under the and agree that I do not have and will not acquire any rights or benefits from the tween any person or entity and the County of Los Angeles.
continued performance of Work under the above-refethe County, any and all such investigations. I understa	ergo a background and security investigation(s). I understand and agree that my erenced Master Agreement is contingent upon my passing, to the satisfaction of and and agree that my failure to pass, to the satisfaction of the County, any such a performance under this and/or any future Master Agreement.
CONFIDENTIALITY AGREEMENT:	
data and information pertaining to persons and/or ent proprietary information supplied by other Contractors of to protect all such confidential data and information in welfare recipient records. I understand that if I am confidentiality of such data and information. Consequ	ovided by the County of Los Angeles and, if so, I may have access to confidential cities receiving services from the County. In addition, I may also have access to loing business with the County of Los Angeles. The County has a legal obligation its possession, especially data and information concerning health, criminal, and involved in County Work, the County must ensure that I, too, will protect the uently, I understand that I must sign this agreement as a condition of my work to ead this agreement and have taken due time to consider it prior to signing.
	zed person any data or information obtained while performing work pursuant to employer and the County of Los Angeles. I agree to forward all requests for the my immediate supervisor.
entities receiving services from the County, design c information and all other original materials produced, of I agree to protect these confidential materials against	elfare recipient records and all data and information pertaining to persons and/or concepts, algorithms, programs, formats, documentation, Contractor proprietary created, or provided to or by me under the above-referenced Master Agreement. disclosure to other than my employer or County employees who have a need to formation supplied by other County contractors is provided to me during this all.
	all violations of this agreement by myself and/or by any other person of whom I erials to my immediate supervisor upon completion of this Master Agreement or chever occurs first.
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	Non-Employee Name			
Work Order No	County Master Agreement No			
GENERAL INFORMATION:				
Contractor referenced above has entered into a Master County. The County requires your signature on this Con	Agreement with the County of Los Angeles to provide certain services to the tractor Non-Employee Acknowledgement and Confidentiality Agreement.			
NON-EMPLOYEE ACKNOWLEDGEMENT:				
understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.				
understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.				
continued performance of work under the above-referer the County, any and all such investigations. I understand	o a background and security investigation(s). I understand and agree that my need Master Agreement is contingent upon my passing, to the satisfaction of d and agree that my failure to pass, to the satisfaction of the County, any such erformance under this and/or any future Master Agreement.			
CONFIDENTIALITY AGREEMENT:				
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other contractors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider in prior to signing.				
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuar to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.				
agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County contractors is provided to me, I shall keep such information confidential.				
I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.				
SIGNATURE:	DATE:/			
PRINTED NAME:				
POSITION:				

SAMPLE SCHEDULE OF PRICES FOR WATER WELL SYSTEMS MAINTENANCE SERVICES

	Contractor:				
ITEM	ITEM A WELL REMOVAL/INSTALLATION AND REPAIRS SERVICES (This item will requires a valid C-57, and/or C-61/D-21 Water Well Drilling State Contractor's License)				
DESC	RIPTION	MAXIMUM RATE*			
2.3.4.5.6.7.	Labor (Crew rate) Mobilization/Demobilization Shop/Field Welding Machine Shop Repair General Shop Repair (Includes cleaning and in-shop inspection) On-site Mechanical Repairs & Inspection (Regular hours) On-site Emergency Mechanical Repairs (Four Hour minimum paid by County) rate includes cost of use of tools/equipment and	\$/HR \$/HR \$/HR \$/HR \$/HR \$/HR			
ITEM B WELL/PUMP PERFORMANCE TESTING SERVICES (This item will requires a valid C-57, and/or C-61/D-21 Water Well Drilling State Contractor's License)					
DESC	RIPTION	MAXIMUM RATE*			
2. 3. 4.	Labor (Crew rate) Mobilization/Demobilization Furnish/Install Test Pump Furnish/Install Development Engine rate includes cost of use of tools/equipment and	\$/HR \$/HR \$/Occurrence \$/HR			
Lucii	Tate indicace cost of use of tools/equipment and	d labor offig			

ITEM C PUMP REMOVAL/INSTALLATION AND REPAIR SERVICES

(This item will requires a valid C-57, and/or C-61/D-21 Water Well Drilling State Contractor's License)

DESCRIPTION	MAXIMUM RATE*		
1. Labor (Crew rate)	\$ /HR		
2. Mobilization/Demobilization	\$ /HR		
3. Shop/ Field Welding	\$ /HR		
4. Machine Shop Repair	\$ /HR		
5. General Shop Repair	\$ /HR		
(Includes cleaning and in-shop inspection)			
6. On-site Mechanical Repairs & Inspection	\$ /HR		
(Regular hours)			
7. On-site Emergency Mechanical Repairs	\$ /HR		
(Four Hour minimum paid by County)			
*Each rate includes cost of use of tools/equipment	and labor only		
ITEM D WELL VIDEO SURVEY SERVICES			
DESCRIPTION 1. Well Video Survey	<u>MAXIMUM RATE*</u> \$/HR		
*Each rate includes cost of use of tools/equipment	, parts, labor and materials		

ITEM E WELL CHEMICAL CLEANING TREATMENT SERVICES

(This item requires a valid Grade 1 Water Treatment Operation Certification issued by the California Department of Public Health)

DESCRIPTION		MAXIMUM RATE*			
 Well Chemic Mobilization/ 	al Cleaning Treatment Demobilization	\$ \$	\$/Per Vertical Foot \$/HR		
*Each rate includes	cost of use of tools/equipme	ent, parts, labor	and materials		
(This item r	DISINFECTING SERVICES equires a valid Grade 1 Water Treatmer Department of Public Health)	nt Operation Certificati	on issued by the		
Rate per Foot = Chl	orine Strength x 50ppm or 10	00ppm x Labor			
DESCRIPTION		MAXIMU	MAXIMUM RATE*		
Well Disinfecting Services & Chlorine Strength (Please specify)					
1. 50 ppm		\$	/Per Vertical Foot		
2. 100 ppm		\$	/Per Vertical Foot		
3	(If Other)	\$	/ Per Vertical Foot		
4. Mobilization/	Demobilization	\$	/HR		
*Each rate includes	cost of use of tools/equipme	ent, parts, labor	and materials.		

ITEM G OTHER WATER WELL SYSTEMS SERVICES

DESCRIPTION	MAXIMUM RATE*
1. Installation of chlorination units	\$ /HR
2. Piping repair/Installation	\$/HR
3. Hot tap services	\$/HR
4. Well drilling services	\$/HR
5. Telecommunications Installation	\$/HR
6. Emergency Telecommunication repairs	\$/HR
7. Hydrogeological Investigations	\$/HR
8. Geotechnical Engineering Services	\$/HR
9. Borehole & Surface Geophysics	\$/HR
10. Other Services	\$/HR
*Each rate includes cost of use of tools/equipment	and labor only
Contractor:	_
Each rate provided for Items D, E & F includes labor and materials.	cost of use of tools/equipment, parts,
Each rate provided for Items A, B, C & G included labor only. All parts and materials shall be identified by the County Project Director or County Project Refer to Attachment 1 (Statement of Work) to	ntified on the Work Order and approved ect Manager in writing prior to installation
I certify under penalty of perjury that the foreg	oing is correct and true in all respects.
DATE:SIGNE	D:
PRINT NAME:	_
TITLE:	_

EXHIBIT G INTENTIONALLY OMITTED

EXHIBIT H. SUBSEQUENT EXECUTED WORK ORDERS

(Not Attached to Model Master Agreement, but Incorporated Herein by Reference)

CONTRACT DISCREPANCY REPORT

TO:		
FROM:		
DATES:	Prepared by County:	Received by Contractor:
	Returned by Contractor:	
	Action Completed:	
DISCREDAN	ICY PROBLEMS:	
DISCREFAN	ICT FROBELING.	
Signature of	County Representative	Date
CONTRACT	OR RESPONSE (Cause and Corre	ctive Action):
Signature of	Contractor Representative	Date
COUNTY EV	ALLIATION OF CONTRACTOR DE	SPONSE:
COUNTY EV	ALUATION OF CONTRACTOR RE	:SPUNSE:
Signature of	County Representative	Date
J		
COUNTY AC	CTIONS:	
CONTRACT	OR NOTIFIED OF ACTION:	
County Repr	esentative's Signature and Date	
Contractor R	epresentative's Signature and Date	

BOARD LETTER/MEMO – FACT SHEET PUBLIC SAFETY CLUSTER

CLUSTER AGENDA REVIEW DATE	3/8/2023							
BOARD MEETING	3/21/2023							
SUPERVISORIAL DISTRICT AFFECTED	All							
DEPARTMENT	Sheriff							
SUBJECT	Board approval of Model Master Agreement for Water Well Systems Maintenance Services Services)							
PROGRAM	Establish Master Agreements with qualified vendors to provide the Department's Facilities Services Bureau with as-needed Services.							
SOLE SOURCE CONTRACT	☐ Yes ☐ No							
CONTRACT	If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	Current Master Agreement(s) expire on 4/2/2023.							
COST & FUNDING	Total cost: The estimated annual budget is \$250,000. Funding source: The Department has identified sufficient funding within its operating budget.							
	TERMS: Model Master Agreement has an initial term of five years with up to five additional one-year option periods.							
	Explanation:							
PURPOSE OF REQUEST	Approval of this action will continue to provide the Department's eight custody facilities with uninterrupted water services.							
BACKGROUND (include internal/external issues that may exist)	 On 1/17/23, the Department issued a Request for Statement of Qualifications (RFSQ) to solicit Statement of Qualifications (SOQs) from vendors to provide services, with an initial closing date of 2/1/2023. The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Master Agreement(s) with all qualified vendors. 							
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes No							
	If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Project Director, Director Clint Yates, 323-526-5758, c1yates@lasd.org • Project Manager, William Bennett, 661-295-8025, wfbennet@lasd.org • Tony Liu, Contract Senior Analyst, 213-229-3272, tliu@lasd.org							

March 21, 2023

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

AMEND SECTION 2.34.190 OF THE COUNTY CODE TO INCREASE THE CARRY CONCEALED WEAPON LICENSE APPLICATION FEE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) requests that the Board amend Section 2.34.190 of the County Code to increase the Carry Concealed Weapon (CCW) license application fee from \$150 to \$216 for initial applications and from \$29 to \$34 for renewal applications.

IT IS RECOMMENDED THAT THE BOARD:

Approve for introduction an ordinance amending Section 2.34.190 of Title 2, Administration, of the County Code to increase the CCW license application fee from \$150 to \$216, with the first 20 percent (\$43) collected upon filing of the application and the remaining balance (\$173) collected only upon issuance of an approved CCW license. The Department also requests that the fee for renewal applications be increased from \$29 to \$34.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This request is in conformance with the July 12, 2022, Board Motion instructing the Sheriff to "submit an updated request to the Board to amend the County's ordinance setting the CCW license application fee to reflect the actual reasonable cost of

The Honorable Board of Supervisors March 21, 2023 Page 2

processing a new application for, issuing, or enforcing a CCW license as determined by the CEO." Accordingly, the recommended action will increase the CCW license application fee from \$150 to \$216 and the renewal application fee from \$29 to \$34. The ordinance reflecting the current fee of \$150 has been in effect since January 7, 2021. Increasing the fee amounts will greatly assist the Department in recovering costs associated with processing initial and renewal CCW license applications.

The increased fee aligns with CCW application fees charged by other local law enforcement agencies. For comparison purposes, the Los Angeles Police Department charges a fee of \$268, Orange County Sheriff's Department charges a fee of \$169, and Monterey Park Police Department charges a fee of \$283.

Implementation of Strategic Plan Goals

This request conforms to the County's Strategic Plan Goal III.3.1, Maximize Revenue: Implement a Process to Systemically Leverage Resources to Help Fund County Initiatives.

FISCAL IMPACT/FINANCING

The increased fee has been reviewed by the County Auditor-Controller and the Chief Executive Office, who confirmed that the proposed \$216 initial CCW application fee maximizes the recovery of the Department's actual costs associated with processing, issuing, and enforcing approved CCW license applications. Subject to limitations set forth in Penal Code Section 26190, the Department is only able to partially recover costs associated with processing denied applications and license renewals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CCW license application fee is regulatory fee associated with the Department's processing of CCW license applications. Penal Code Section 26190(b)(1) allows the Department to recover the reasonable costs for processing, issuing, and enforcing CCW licenses and applications through the fee. The proposed ordinance will increase the initial CCW license application fee from \$150 to \$216. Pursuant to Penal Code Section 26190(b)(2), the first 20 percent of the fee is collected at the time of application, with the balance to be collected only upon issuance of the approved license. Accordingly, a non-refundable payment of \$43 will be collected from an applicant at the time of filing the initial application for approval or rejection screening. Applicants, whose initial application have been duly screened and accepted for further processing, will be charged a second payment of \$173 upon issuance of the CCW license.

The Honorable Board of Supervisors March 21, 2023 Page 3

The proposed ordinance will also increase the biennial CCW license renewal fee from \$29 to \$34, which reflects the maximum renewal fee permissible under Penal Code Section 26190.

The Department will make annual fee adjustments, as permitted by Penal Code Section 26190.

The additional fees for Live Scan and firearms training will be the responsibility of the applicant (Penal Code Section 26190).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow for the Department to recover a larger portion of the total cost for processing CCW license applications. No other County departments are impacted by this request.

CONCLUSION

Upon Board approval, please return a certified copy of the adopted Board letter and two original signed ordinances to the Undersheriff's Office.

Sincerely,

ROBERT G. LUNA SHERIFF The Honorable Board of Supervisors March 21, 2023 Page 4

RGL:ALT:JT:ck (Office of the Undersheriff-CCW Unit)

Attachment

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Bryan Bell, Budget Analyst, CEO

Dawyn R. Harrison, County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Caroline Shahinian, Deputy County Counsel, Legal Advisory Unit

April L. Tardy, Undersheriff

Jill Torres, Assistant Sheriff, CFAO

Jason A. Skeen, Chief of Staff, Office of the Sheriff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen Joe, Assistant Division Director, ASD

Richard F. Martinez, Assistant Division Director, ASD

David E. Culver, Director, Financial Programs Bureau (FPB)

Rene A. Garcia, Lieutenant, ASD

Vanessa C. Chow, Sergeant, ASD

Patricia Reyes, Administrative Services Manager III, FPB, Special Accounts

Kristine D. Corrales, Deputy, ASD

Heather C. Wahl, Administrative Services Manager II, FPB, Special Accounts

(Ordinance - Carry Concealed Weapon Ordinance 04-18-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Other ☐ Board Memo **CLUSTER AGENDA** 1/11/2023 REVIEW DATE

BOARD MEETING DATE	1/24/2023							
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	Sheriff's Department							
SUBJECT	end Section 2.34.190 of the County Code to increase the Carry Concealed Weaponnse application fee.							
PROGRAM	The Carry Concealed Weapon (CCW) License application fee is intended to defray the Department's cost to process CCW license applications. The Department is permitted to recover reasonable costs for processing, issuing, and enforcing CCW applications and licenses pursuant to California Penal Code section 26190(b)(1).							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No							
SOLE SOURCE CONTRACT	☐ Yes ☐ No							
	If Yes, please explain why:							
DEADLINES/	As soon as possible to help offset the Department's costs for processing CCW license							
TIME CONSTRAINTS	applications being submitted by Los Angeles County unincorporated area residents.							
COST & FUNDING	Total cost: N/A Funding source: N/A TERMS (if applicable):							
	Explanation:							
PURPOSE OF REQUEST	Approval of this action will ensure the Department recovers the statutorily permissible costs associated with processing initial and renewal CCW license applications.							
BACKGROUND (include internal/external issues that may exist including any related	The current CCW fees were adopted on November 24, 2020. The proposed updated fees are the product of a cost study completed by the Department and County Auditor-Controller in October of 2022.							
motions)								
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Chris Kusayanagi, Lieutenant, (213) 229-3079, cmkusaya@lasd.org							



COUNTY OF LOS ANGELES

OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE (213) 787-0680 FACSIMILE (323) 881-3791 TDD (213) 633-0901

DAWYN R. HARRISON Interim County Counsel

February 3, 2023

Sheriff Robert Luna Los Angeles County Sheriff's Department 211 West Temple Street, 8th Floor Los Angeles, California 90012

Attention: Lieutenant Chris Kusayanagi

Re: Ordinance Amending Title 2, Section 2.34.190 of the

Los Angeles County Code

Dear Sheriff Luna:

As requested, our office prepared the enclosed ordinance amending Title 2, Section 2.34.190 to update the concealed weapon license application fee.

The ordinance and analysis may be presented to the Board of Supervisors for its consideration at a noticed public hearing.

Very truly yours,

DAWYN R. HARRISON Interim County Counsel

Bv

CAROLINE SHAHINIAN Deputy County Counsel Justice and Safety Division

APPROVED AND RELEASED:

NICOLE DAVIS TINKHAM

Chief Deputy

CS:ga

Enclosures

HOA.103975299.7

ANALYSIS

This Ordinance amends Title 2 – Administration of the Los Angeles County Code by amending Section 2.34.190 to increase the concealed weapon license application fee from \$150.00 to \$216.00, payable in two payments of \$43.00 and \$173.00.

DAWYN R. HARRISON Interim County Counsel

By:

CAROLINE SHAHINIAN Deputy County Counsel Justice and Safety Division

CS:ga

Requested: 12/28/22 Revised: 02/03/23

ORDINANCE NO.	

An ordinance amending Title 2 – Administration of the Los Angeles County Code to increase the concealed weapon license application fee.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.34.190 is hereby amended to read as follows:

2.34.190 Concealed wWeapon ILicense aApplication fFee.

The sSheriff shall charge and collect from each applicant for a new license to carry a pistol, revolver, or other firearm capable of being concealed upon the person, a concealed weapon application processing fee of \$150.00216.00 in addition to any fees charged by the dDepartment of jJustice for record checks or by the eCounty for fingerprinting, photographs, and clearance checks. The application processing fee shall be payable in two payments of \$30.0043.00 and \$120.00173.00 each. The initial payment of \$30.0043.00 shall be nonrefundable and paid upon submission of the application for screening for acceptance or rejection. The follow-up payment of \$173.00 is due after the initial screening acceptance of the application to perform for further processing, at which time the additional specified fees applicable to initial and renewal application shall also be paid.

SECTION 2. This ordinance shall become effective 30 days after it is adopted. [234190CSCC]

STEP	DESCRIPTION	Aı	Application - pproved e Study 1)	А	Application - approved ne Study 2)		cation - Approved e Study 3)		ication - Approved ne Study 4)	·· I Approved		Average of Initial App - Approved	p - (Time Study 1)		Renewal - A S
		Applicant:S	imantoub, Joseph	Applican	nt: Fornelli, Aaron	aron Appplicant: Motter, Gerald			Apas, Priam (license ot pick-up)	Applicant: Rendon, Raul (arrested)		Average	Applican	t: Hicks, Cherie	Applica
STEP NO.	DESCRIPTION OF ACTIVITY	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	(Minutes)	TITLE	MINUTES	TITLE
1	Receive application, data entry into CWTS, collect payment, create receipt, file	LET/ASM I	7:41-7:46 =5 min.	LET/ASM I	7:10 - 7:16=6 min.	LET/ASM I	8:00-8:08=8 min.	LET/ASM I	7:40-7:48=8 min.	LET/ASM I	9:00-9:08=8 min.	7.00	LET/ASM I	10:46-11:50=4 min.	DSG/ASM I
2	Review application, assign to investigator, update CWTS	DSG	7:5 -7:57=1 min.	DSG	7:28-7:29=1 min.	DSG	5:00-5:01=1 min	DSG	10:07-10:08=1 min.	DSG	9:06-9:07=1 min.	1.00	DSG	11:00 -11:01= 1 min.	DSG
3	Call applicant left voice mail to schedule interview							DSG	8:00-8:02=2 min*20%=0.40min.			0.40			
4	Call applicant to schedule interview, update CWTS, background check utilizing Department resources.	DSG	7:57-8:15 =18 min.	DSG	7:30-7:50=20 min.	DSG	9:07-9:22=15 min	DSG	8:10-8:30=20 min.	DSG	8:00-8:15=15 min.	17.60	DSG	11:02-11:20=18 min	DSG
5	Interview applicant, Applicant missing required documents.							DSG	1:00-1:15=15 min.*20%=3 min.			3.00			
6	Received missing documents via email, print, include in file, update CWTS, submitted/pending live scan.							DSG	11:45-11:50= 5 min.*20%=1 min.			1.00			
7	Interview applicant, collect required documents, update CWTS, submitted/pending live scan	DSG	8:30-8:45=15 min.	DSG	12:00-12;25=25 min.	DSG	10:00-10:30=30 min			DSG	8:20-8:35=15 min.	21.25	DSG	11:20-11:35=15 min.	DSG
8	DOJ recetion notice, voicemail to applicant to re-scan needed.					CA	2:30-2:34=4 min*20%=0.80 min.					0.80			
9	Sent applicant email with instructions re- rescan					CA	2:35-2:38=3 min*20%=0.60 min.					0.60			
10	Checked DOJ portal for live scan return, not submitted							CA	10:38-10:41=3 min.*20%=0.60 min.			0.60			
11	Sent DOJ email re-delayed return.					CA	2:40-2:43=3 min*20%=0.60 min.					0.60			
12	DOJ portal checked for live scan return, partially complete.					CA	2:43-2:48=5 min*20%=1 min.					1.00			
13	DOJ portal checked for live scan returns, Returns received, printed, filed, CWTS updated	LET	11:20-11:26=6 min.	CA	11:00-11:10=5 min.	CA	2:48-2:52=4 min	CA	10:43-10:48=5 min.	CA	11:20-11:25=5 min.	5.00			
14	First review - Approved/Denied (Approved - see#9, Denied - see#7-8)	SGT	12:00-12:10=10 min.	SGT	10:00-10:10=10 min.	SGT	14:00-14:10=10 min.	SGT	14:30-14:45=15 min.	SGT	10:00-10:10=10 min.	11.00	SGT	11:00 -11:10=10 min.	SGT

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	Initial Application Approved (Time Study 1)		Initial Application - Approved (Time Study 2)		Initial Application - Approved (Time Study 3)		Initial Application - Approved (Time Study 4)		Initial Application - Approved (Time Study 5)		Average of Initial App - Approved	(Time Study 1)		Renewal - A S
		Applicant:S	Simantoub, Joseph	Applican	t: Fornelli, Aaron	Appplican	t: Motter, Gerald		Apas, Priam (license ot pick-up)		:: Rendon, Raul rrested)	Average	Applican	t: Hicks, Cherie	Applica
STEP NO.	DESCRIPTION OF ACTIVITY	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	(Minutes)	TITLE	MINUTES	TITLE
15	Denied - File reviewed.														
16	Denied - Denied letter printed, mailed to applicant.														
17	Approved - Firearms Training authorization email sent.	DSG	11:55-11:56 =1 min	CA	11:11-11:12=1 min	CA	10:50-10:53=3 min	CA	10:50-10:53=3 min.	CA	11;25-11:28=3 min.	2.20			
18	Received email with partial firearms training completion. Sent email requesting additional documents.					CA	10:54-10:58=4 min*20%=0.80 min.					0.80			
19	Firearms training received via email, printed, filed, reviewed, updated CWTS submitted to Lieutenant for review.	DSG	12:24-12;30=6 min	DSG	11:15-11:20=5 min.	CA	10:59-11:04=5 min	CA	10:55-11:00=5 min.	DSG	10:53-10:58=5 min.	5.20	DSG	1:00 -1:01=1 min.	DSG
20	Final review (Lieutenant)	LT.	1:30-1:35=5 min	LT.	12:50-12:53=3 min.	LT.	4:03-4:07=4 min	LT.	4:00-4:03=3 min.	LT.	2:50-2:54=4 min.	3.80	LT.	9:45-9:48=3 min.	LT.
21	File given to Undersheriff for approval.	Undersheriff	1:42 -1:45=3 min	Undersheriff	1:00-1:03=3 min.	Undersheriff	4:10-4:14=4 min	Undersheriff	4:10-4:13=3 min.	Undersheriff	3:05-3:08=3 min.	3.20	Undersheriff	10:00-10:03=3 min.	Undersheriff
22	File approved, approved letter printed, filed.	LET	1:47-1:51=4 min	LET	12:05 - 12:09=4 min.	LET	3:20-3:24=4 min	LET	4:15-4:19=4 min.	LET	10:04-10:08=4 min.	4.00	LET	2:10 -2:14=4 min.	LET
23	Applicant contacted, scheduled for license pick up.	DSG	7:00 -7:05=5 min	DSG	8:15 - 8:20=5 min.	DSG	11:28-11;33=5 min			DSG	11:00-11:05=5 min.	5.00	DSG	1:00 -1:05=5 min.	DSG
24	Applicant contacted, scheduled for license pick up/no response.							DSG	Contact 13 times in 2 months=13 min.*20%=2.6 min.			2.60			
25	Follow-up email to applicant for license pick- up, no response.							DSG	Contact 3 times in 2 months= 6 min.*20%=1.20 min.			1.20			
26	Issue license, collect fee, collect Terms of Use, update CWTS, print copy of license.	DSG	7:00 -7:10=10 min.	DSG	10:10-10:20=10 min.	DSG	1:20-1:35=15 min			DSG	1:10-1:25=15 min.	12.50	DSG	7:20 -7:30=10 min.	DSG
27	Copy of license mailed to DOJ, process payment, create receipt, file	LET	2:00-2:04=4 min.	LET	12:10-12:15=5 min.	LET	2:10-2:15=5 min			LET	1:15-1:20=5 min.	4.75	LET	2;30 -2:34=4 min.	LET
	TOTAL		93		103		116.8		75.8		98	116.10		78	

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	Initial Application - Approved (Time Study 1)		Approved Approved If			nitial Application - Approved In (Time Study 3)		Initial Application - Approved (Time Study 4)				Renewal - Approved R (Time Study 1)		Renewal - A S	
		Applicant:S	imantoub, Joseph	Applicar	nt: Fornelli, Aaron	Appplican	Appplicant: Motter, Gerald		Appplicant: Apas, Priam (license not pick-up)		Applicant: Rendon, Raul (arrested)		Applicant: Hicks, Cherie		Applica	
STEP NO.	DESCRIPTION OF ACTIVITY	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	TITLE	Minutes	(Minutes)	TITLE	MINUTES	TITLE	
1	Received telephonic notification (from LASD station/P.O.) re:licensee arrested.									DSG	4:05-4:10=5 min.	5.00				
2	Received DOJ notication, re:arrest.									CA	11:34-11:37=3 MIN.	3.00				
3	Two (2) voice mails left for licnesee to discuss- arrested.									DSG	11:30-11:31=1 MIN./ 12:01-12:02=1 MIN.	2.00				
4	Spoke to licensee, advised him to surrender (via mail) CCW License									DSG	9:10-9:15=5 min.	5.00				
5	Update CWTS documenting speaking to app.									SGT		1.00				
6	type revocation letter, print, address and mail to applicant									LET		5.00				
7	Fill out revocation DOJ form and print									CA		5.00				
8	Address/mail revocation form to DOJ									LET		5.00				
9	log in to DOJ portal, search applicant, submit No Longer Interested (NLI) through DOJ portal									CA		5.00				
10	Received CCW license via mail, file.									LET	11:02-11:05=3 min.	3.00				
	TOTAL											39.00				

Time Study 1 - Approved		Time Stu	udy 2 - Approved	Time Stu	dy 3 - Approved	Time Stu	dy 4 - Approved	Time Study 5 - Approved		
LET/ASM I	5	LET/ASM I	6	LET/ASM I	8	LET/ASM I	8	LET/ASM I	8	
CA	0	CA	6	CA	15.8	CA	13.6	CA	8	
LET	14	LET	9	LET	9	LET	4	LET	9	
DSG	56	DSG	66	DSG	66	DSG	29.2	DSG	56	
SGT	10	SGT	10	SGT	10	SGT	15	SGT	10	

Time Study	Time Study 1 - Renewal						
LET/ASM I	4	DSG/ASM I					
LET	8	LET					
DSG	50	DSG					
SGT.	10	SGT.					

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	Ap	oplication - proved Study 1)	Ap	Application - oproved e Study 2)		ation - Approved Study 3)		ation - Approved Study 4)	Арр	pplication - proved Study 5)	Average of Initial App - Approved	Renewa	I - Approved e Study 1)	Renewal - A S
STEP	DESCRIPTION OF ACTIVITY	Applicant:Sir	nantoub, Joseph Minutes	Applicant	: Fornelli, Aaron	Appplicant TITLE	: Motter, Gerald Minutes		pas, Priam (license pick-up)		Rendon, Raul rested)	Average (Minutes)	Applicant TITLE	:: Hicks, Cherie MINUTES	Applica TITLE
NO.		LT. Undersheriff Total minutes	5 3	LT. Undersheriff Total minutes	3 3	LT. Undersheriff Total minutes	4 4	LT. Undersheriff Total minutes	3 3	LT. Undersheriff Total minutes	4 3 98		LT. Undersheriff Total minutes	3 <u>3</u>	LT. Undersheriff Total minutes

	Average of initial	
	approved process	In hour
CA	4.40	0.073
LET	8.75	0.146
LET/CA	5.00	0.083
LET/ASM I	7.00	0.117
DSG	65.55	1.093
CA/DSG	7.40	0.123
SGT	11.00	0.183
LT.	3.80	0.063
Undersheriff	<u>3.20</u>	0.053
Total minutes	116.10	1.935

MISC	
ARRESTED	In hour
13.00	0.216666667
13.00	0.216666667
12.00	0.2
1.00	0.016666667
39.00	0.65

1375000 1068 1287.453184

	Average of renew	
	approved process	In hour
LET	7.50	0.125
LET/DSG	0.00	0.000
DSG	50.00	0.833
LET/ASM I/DSG	4.50	0.075
SGT.	10.00	0.167
LT.	3.00	0.050
Undersheriff	<u>3.00</u>	0.050
Total minutes	78.00	1.300

Footnotes:

(1) Arrested after approved and issued the license.
(2) Title Acronyms. FIO. MKL 10/17/22

LET Law Enforcement Technician

CA Custody Assistant

ASM I Administrative Services Manager I

DSG Deputy Sergeant General

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	pproved (Time tudy 2)	Average of Renewal App - Approved	Initial/Renewal - Denied (Time Study 1)		Initial/Renewal - Denied (Time Study 2)	Average of Denied App - Approved
					Applicant: Girard,	Applicant: Dunn,	
		nt: Gill, Henry	Average		Skye	Robert	Average
STEP NO.	DESCRIPTION OF ACTIVITY	MINUTES	(Minutes)	TITLE	Minutes (Time Study 1)	Minutes (Time Study 2)	(Minutes)
1	Receive application, data entry into CWTS, collect payment, create receipt, file	11:30 -11:35=5 min.	4.50	LET/ASM I	4:07-4:15= 8 min.	9:10 - 9:16= 6 min.	7.00
2	Review application, assign to investigator, update CWTS	12:40 -12:41= 1 min.	1.00	DSG	5:00-5:01= 1 min.	7:00 - 7:01= 1 min.	1.00
3	Call applicant left voice mail to schedule interview						
4	Call applicant to schedule interview, update CWTS, background check utilizing Department resources.	12:42 -1:00=18 min.	18.00	DSG	10:00-10:15= 15 min.	3:15 -3:30= 15 min.	15.00
5	Interview applicant, Applicant missing required documents.						
6	Received missing documents via email, print, include in file, update CWTS, submitted/pending live scan.						
7	Interview applicant, collect required documents, update CWTS, submitted/pending live scan	9:00-9:15=15 min.	15.00	DSG	10:30-10:45=15 min.	11:00-11:15=15 min.	15.00
8	DOJ recetion notice, voicemail to applicant to re-scan needed.						
9	Sent applicant email with instructions re- rescan						
10	Checked DOJ portal for live scan return, not submitted						
11	Sent DOJ email re-delayed return.						
12	DOJ portal checked for live scan return, partially complete.						
13	DOJ portal checked for live scan returns, Returns received, printed, filed, CWTS updated			CA	10:50-11:00= 10 min.	11:20-11:30= 10 min.	10.00
14	First review - Approved/Denied (Approved - see#9, Denied - see#7-8)	11:10 -11:20=10 min.	10.00	SGT	11:40-11:50 = 10 min.	10:30-10:40= 10 min.	10.00

STEP	DESCRIPTION	pproved (Time tudy 2)	Average of Renewal App - Approved	Initial/Renewal - Denied (Time Study 1)		Initial/Renewal - Denied (Time Study 2)	Average of Denied App - Approved	
STEP	DESCRIPTION OF ACTIVITY	int: Gill, Henry MINUTES	Average (Minutes)	TITLE	Applicant: Girard, Skye Minutes	Applicant: Dunn, Robert Minutes (Average (Minutes)	
NO. 15	Denied - File reviewed.			LT.	9:30-9:35=5 min.	Time Study 2) 12:40 -12:45= 5 min.	5.00	
16	Denied - Denied letter printed, mailed to applicant.			LET	9:35-9:40= 5 min.	12:46-12:51= 5 min.	5.00	
17	Approved - Firearms Training authorization email sent.							
18	Received email with partial firearms training completion. Sent email requesting additional documents.							
19	Firearms training received via email, printed, filed, reviewed, updated CWTS submitted to Lieutenant for review.	9:15-9:16=1 min.	1.00					
20	Final review (Lieutenant)	1:00 -1:03=3 min.	3.00					
21	File given to Undersheriff for approval.	1:05 -1:08=3 min.	3.00	Undersheriff	9:45 -9:48= 3 min.	1:10-1:13= 3 min.	3.00	
22	File approved, approved letter printed, filed.	3:05 -3:08=3 min.	3.50					
23	Applicant contacted, scheduled for license pick up.	1:00 -1:05=5 min.	5.00					
24	Applicant contacted, scheduled for license pick up/no response.							
25	Follow-up email to applicant for license pick- up, no response.							
26	Issue license, collect fee, collect Terms of Use, update CWTS, print copy of license.	7:20 -7:30= 10 min.	10.00					
27	Copy of license mailed to DOJ, process payment, create receipt, file	3:20 -3:24= 4 min.	4.00					
	TOTAL	78	78.00		72	70	71.00	

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	pproved (Time tudy 2)	Average of Renewal App - Approved	Initial/Renewal - Denied (Time Study 1)		Initial/Renewal - Denied (Time Study 2)	Average of Denied App - Approved
STEP NO.	DESCRIPTION OF ACTIVITY	int: Gill, Henry	Average (Minutes)	TITLE	Applicant: Girard, Skye Minutes (Time Study 1)	Applicant: Dunn, Robert Minutes (Time Study 2)	Average (Minutes)
1	Received telephonic notification (from LASD station/P.O.) re:licensee arrested.					, , , , , , , , , , , , , , , , , , ,	
2	Received DOJ notication, re:arrest.						
3	Two (2) voice mails left for licnesee to discussarrested.						
4	Spoke to licensee, advised him to surrender (via mail) CCW License						
5	Update CWTS documenting speaking to app.						
6	type revocation letter, print, address and mail to applicant						
7	Fill out revocation DOJ form and print						
8	Address/mail revocation form to DOJ						
9	log in to DOJ portal, search applicant, submit No Longer Interested (NLI) through DOJ portal						
10	Received CCW license via mail, file.						
	TOTAL						

ıdy 2 - Renewal							
5							
7							
50							
10							

	Time Study 1 - Denied	Time Study 2 - Denied
LET/ASM I	8	6
CA	10	10
LET	5	5
DSG	31	31
SGT	10	10

CCW PERMIT - TIME STUDY PROGRAM September, 2022 (FY 2022-2023)

STEP	DESCRIPTION	pproved (Time Renewal tudy 2) App - Approved		Initial/Renewal - Denied (Time Study 1)		Initial/Renewal - Denied (Time Study 2)	Average of Denied App - Approved
		int: Gill, Henry	Average		Applicant: Girard, Skye	Applicant: Dunn, Robert	Average
STEP NO.	DESCRIPTION OF ACTIVITY	MINUTES	(Minutes)	TITLE	Minutes (Time Study 1)	Minutes (Time Study 2)	(Minutes)
		3		LT.	5	5	
		<u>3</u>		Undersheriff	<u>3</u>	<u>3</u>	
		78		Total minutes	72	70	

	Average of denied approved process	In hour
CA	10.00	0.167
LET	5.00	0.083
DSG	31.00	0.517
LET/ASM I	7.00	0.117
SGT	10.00	0.167
LT.	5.00	0.083
Undersheriff	3.00	0.050
Total minutes	71.00	1.184

- Footnotes:
 (1) Arrested after approved and issued the license.
 (2) Title Acronyms. FIO. MKL 10/17/22

 LET Law Enforcement Technician

 CA Custody Assistant

 ASM I Administrative Services Manager I

 DSG Deputy Sergeant General

Los Angeles County - Sheriff's Department CCW Permit Cost Study Salary & EB Information Fiscal year 2022-2023

	LET	CA	ASM I	LET/CA	LET/ASM I	LET/ASM I/DSG	DSG	LET/DSG	CA/DSG	SERGEANT	LIEUTEANT
Monthly Salary	5,465.91	6,092.27	8,949.18	5,779.09	7,207.55		9,070.00			\$12,007.00	\$14,438.00
Annual Salary	65,590.92	73,107.24	107,390.16	69,349.08	86,490.54		108,840.00			\$144,084.00	\$173,256.00
Top Step Variance Factor	96.7308%	96.7308%	96.7308%	96.7308%	96.7308%						
Annual Salary W/Top Step Variance Factor	63,446.62	70,717.22	103,879.36	67,081.92	83,662.99	92,055.33	108,840.00	86,143.31	89,778.61	\$144,084.00	\$173,256.00
Productive Work Hours	1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739
Hourly Rate	\$36.485	\$40.665	\$59.735	\$38.575	\$48.110	\$52.936	\$62.588	\$49.536	\$51.627	\$82.855	\$99.630
EB - LECC	63.449%	63.449%	63.449%	63.449%	63.449%	67.828%	76.586%	70.018%	70.018%	76.586%	76.586%
Hourly EB Rate	\$23.150	\$25.802	\$37.901	\$24.476	\$30.526	\$35.906	\$47.934	\$34.684	\$36.149	\$63.456	\$76.303
Hourly Salary & EB	\$59.635	\$66.467	\$97.636	\$63.051	\$78.636	\$88.842	\$110.522	\$84.220	\$87.775	\$146.311	\$175.933

No overhead rates for Undersheriff's office

UNDERSHERIFF

\$29,358.00

\$352,298.00

\$352,298.00

1,739

\$202.587

76.586%

\$155.154

\$357.741



SHERIFF'S DEPARTMENT CONCEALED CARRY WEAPON PERMIT SERVICES & SUPPLIES FISCAL YEAR 2022-23

SUPPLIES	COST	QTY	COST/CARD	NOTES	
Blank Card	\$2,069.50	2,500	\$0.83		•
Laminate	\$700.80	500	\$1.40		
Color Ribbon	\$1,204.50	1,000	\$1.20		
Cleaning Kit	\$64.53	2	\$0.02	On average, 1-2	2 cleaning kits are used
CI Badge Software	\$3,130.00	1	\$0.48		
			\$3.94		

Estimated number of applications for 1/1/2022 - 12/31/2022 6500



		Revo	cation
Salary:		in hour	Cost
LET/ASMI/DSG	\$52.936	0.000	\$0.00
LET	\$36.485	0.217	\$7.90
CA	\$40.665	0.217	\$8.81
DSG	\$62.588	0.200	\$12.52
Sergeant	\$82.855	0.017	\$1.38
Lieutenant	\$99.630	0.000	\$0.00
Undersheriff	\$202.587	0.000	\$0.00
LET/ASM I	\$48.110	0.000	\$0.00
CA/LET	\$38.575	0.000	\$0.00
CA/DSG	\$51.627	0.000	\$0.00
LET/DSG Sub. Total	\$49.536	0.000 0.650	\$0.00 \$30.61
EB:			
LECC-Non-Sworn	63.449%		\$10.61
LECC-Sworn	76.586%		\$9.59
LECC-LET/ASM I	63.449%		\$0.00
LECC-CA/LET	63.449%		\$0.00
LECC-CA/DSG	70.018%		\$0.00
LECC-LET/DSG	70.018%		\$0.00
LECC-LET/DSG/ASM I	67.828%		\$0.00
Sub. Total			\$20.20
Grand Total			\$50.82

Number of applications revoked 0.03% % of revocations Cost to monitor revocation \$0.02

No overhead rates for Undersheriff's Office Based on Fiscal Year 2022-2023 information





		Approved Initial Applications		Denied Initial Applications		Weighted Initial Applications (1)		Renewal	
Salary:		in hour	Cost	in hour	Cost	in hour	Cost	in hour	Cost
LET/ASMI/DSG	\$52.936	0.000	\$0.00	0.000	\$0.00	0.00	\$0.00	0.075	\$3.97
LET	\$36.485	0.146	\$5.32	0.083	\$3.04	0.14	\$5.15	0.125	\$4.56
CA	\$40.665	0.073	\$2.98	0.167	\$6.78	0.08	\$3.27	0.000	\$0.00
DSG	\$62.588	1.093	\$68.38	0.517	\$32.34	1.05	\$65.60	0.833	\$52.16
Sergeant	\$82.855	0.183	\$15.19	0.167	\$13.81	0.18	\$15.08	0.167	\$13.81
Lieutenant	\$99.630	0.063	\$6.31	0.083	\$8.30	0.06	\$6.46	0.050	\$4.98
Undersheriff	\$202.587	0.053	\$10.80	0.050	\$10.13	0.05	\$10.75	0.050	\$10.13
LET/ASM I	\$48.110	0.117	\$5.61	0.117	\$5.61	0.12	\$5.61	0.000	0
CA/LET	\$38.575	0.083	\$3.21	0.000	\$0.00	0.08	\$2.97	0.000	\$0.00
CA/DSG	\$51.627	0.123	\$6.37	0.000	\$0.00	0.11	\$5.88	0.000	\$0.00
LET/DSG	\$49.536	0.000	\$0.00	0.000	\$0.00	0.00	\$0.00	0.000	\$0.00
Sub. Total		1.935	\$124.18	1.184	\$80.01	1.88	\$120.78	1.300	\$89.61
EB:									
LECC-Non-Sworn	63.449%		\$5.27		\$6.23		\$5.34		\$2.89
LECC-Sworn	76.586%		\$77.11		\$49.46		\$74.98		\$62.09
LECC-LET/ASM I	63.449%		\$3.56		\$3.56		\$3.56		\$0.00
LECC-CA/LET	63.449%		\$2.04		\$0.00		\$1.88		\$0.00
LECC-CA/DSG	70.018%		\$4.46		\$0.00		\$4.12		\$0.00
LECC-LET/DSG	70.018%		\$0.00		\$0.00		\$0.00		\$0.00
LECC-LET/DSG/ASM I	67.828%	_	\$0.00	_	\$0.00	<u>-</u>	\$0.00		\$2.69

Sub. Total	\$92.44	\$59.25	\$89.88	\$67.68
Revocation			\$0.02	\$0.02
Supplies			\$3.94	\$3.94
Grand Total	\$216.61	\$139.26	\$214.61	\$161.24

Footnote:

(1) Initial applications are weighted approved versus denied. There is a longer process for approved applications. Approved applications take 1.935 hours (cell D32) to process versus 1.184 hours (cell G32) to process denied applications. A total of 6,500 applications are expected for calendar year 2022. An estimate of 500 applications are denied and 6,000 applications are approved. Applications are denied 7.69% (500/6500) of the time and are approved 92.31% (6000/6500) of the time. MKL 10/14/22

6500 Estimated number of applications for 1/1/2022 - 12/31/2022

375 denied apps from 1/2022-9/2022

42 denied apps per month

500 denied apps for 12 months

7.69% % of denied applications

92.31% % of approved applications

A CCW license is effective for 2 years. The license should be renewed every 2 years. No overhead rates for Undersheriff's Office Based on Fiscal Year 2022-2023 information

COMPARISON					
FY 20-21	304.56	250.85			
% Change	-29.53%	-35.72%			
Comment					
	It takes less time to process applications;				
	1.88 hours for an initial application and 1.3				
	hours for a renewal application in FY 22-23				
	compared to 2.68 hours for an initial				
application and 2.1 hours for a renewal					
	application in FY 20-2	1. MKL 10/14/22			

SHERIFF'S DEPARTMENT CONCEALED CARRY WEAPON LICENSE PENAL CODE 26190

Initial Application

Initial Application Fee 20-21	\$ 150
California Consumer Price Index (7/2020-6/2022)	12.2%
CA CPI Adjusted Fee	\$ 168

Renewal Application

Renewal Application Fee per PC 26190	\$ 25
California Consumer Price Index (1/2010-6/2022)	 39.8%
CA CPI Adjusted Fee	\$ 35